



DATED:

**CONTRACT FOR THE DEVELOPMENT, SUPPLY, IMPLEMENTATION AND OPERATION
OF A MOBILITY AS A SERVICE SOLUTION**

between

WEST OF ENGLAND COMBINED AUTHORITY

and

[MAAS SOLUTION PROVIDER]

[Invitation to Tender draft]



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Parties

- (1) West of England Combined Authority of 3 Rivergate, Temple Quay, Bristol BS1 6EW (“**Combined Authority**”).
- (2) [INSERT PARTY DETAILS] (Registered Company Number: [INSERT COMPANY NUMBER] of [INSERT REGISTERED ADDRESS] (“**MaaS Solution Provider**”).

Background

- (A) The Combined Authority issued its invitation to tender to potential suppliers in respect of the development, supply, implementation and support of the MaaS Platform and supply of the Services on [DATE].
- (B) The MaaS Solution Provider submitted its proposal in response to the invitation to tender.
- (C) The Combined Authority wishes to procure, and the MaaS Solution Provider wishes to supply, certain Software and Services as set out in this Agreement.

NOW IT IS AGREED as follows:

1 Definitions

1.1 In this Agreement the following words and phrases shall have the following meanings:

“**Acceptance**” means, in respect of a Functional Element, acceptance by the Combined Authority of that Functional Element pursuant to clause 7.15 (and “**Accept**” shall be construed accordingly);

“**Admittance**” means, in respect of an MSP, the integration of that MSP in the MaaS Solution, following execution by that MSP of a MaaS Participation Agreement;

“**Adverse Event**” means any unauthorised or unlawful Processing of, unauthorised or accidental access to or disclosure of, loss of, damage to or destruction of MaaS Solution Data;

“**Affected Party**” means the party seeking to claim relief in respect of a Force Majeure Event;

“**Aggregator Entity**” means each of:

- (a) *[List of specific entities to be included prior to contract signature];*

“Alpha Release” means the deployment of a version of the MaaS Platform that meets the criteria for the Alpha Release as described in section 8 of the Specification (Functional Specification) in accordance with clause 9.2;

“Alpha Target Release Date” means:

- (a) the date as indicated as such in Schedule 5 (Programme);
- (b) such later date as may be specified by the Combined Authority to the MaaS Solution Provider in accordance with clause 7;

“API” means a MaaS Platform Programming Interface;

“Applicable Law” means:

- (a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of;
- (b) the common law and laws of equity as applicable to the parties from time to time;
- (c) any binding court order, judgment or decree;
- (d) any applicable guidance, guidelines or codes of practice issued by the ICO; and
- (e) health and safety regulations and any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;

“App Store” means each online or remote-accessed location where the MaaS Platform will be made available for downloading;

“Approved Sub-Contract” means a sub-contract entered into by the MaaS Solution Provider with a Key Sub-Contractor;

“Authorised Representative” means the persons appointed by the Combined Authority and the MaaS Solution Provider respectively from time to time as their representatives having the authority to make decisions on behalf of that party;

“Bespoke Software” means any software code developed by the MaaS Solution Provider specifically for the MaaS Platform together with any Modification or Revision to such software code;

“Beta Release” means the deployment of a version of the MaaS Platform that meets the criteria for the Beta Release as described in section 8 of the Specification (Functional Specification), in accordance with clause 9.4;

“Beta Target Release Date” means:

- (a) the date as indicated as such in Schedule 5 (Programme);
- (b) such later date as may be specified by the Combined Authority to the MaaS Solution Provider in accordance with clause 7;

“Business Continuity Plan” means the business continuity plan prepared by the MaaS Solution Provider and agreed by the Combined Authority as set out in Schedule 8 (Business Continuity Plan) as may be amended by agreement from time to time via the Change Control Procedure, that sets out the detailed procedures and processes to be followed and actions to be taken upon the occurrence, or likely occurrence, of a Service Interruption Incident;

“Change” means any variation to the terms of this Agreement (including the Schedules) agreed by the parties pursuant to clause 19;

“Change Control Procedure” means the method by which a Change is requested, specified and implemented as set out in clause 19;

“Change of Control” means any event where any person, whether acting alone or with others and whether on their own account or for or through one or more third parties:

- (a) acquires control (as defined in section 416 of the Income and Corporation Taxes Act 1988) of the MaaS Solution Provider [or Shareholder]; or

- (b) in the case of a MaaS Solution Provider [or Shareholder] which is subject to the Takeover Code, increases its or their interest in the relevant share capital (as defined in section 198(2) of the Companies Act 2006) such that that person or group of persons would be obliged to make an offer for the MaaS Solution Provider [or Shareholder] under rule 9 of the Takeover Code or would be so obliged, but for any “whitewash” carried out pursuant to the notes on Dispensations from rule 9 of the Takeover Code;

“Change of Ownership” means any material change to the ownership of any shareholding in the MaaS Solution Provider [or Shareholder] (that carries the right to vote in general meetings of the shareholders of the MaaS Solution Provider [or Shareholder]). A change in the ownership is material if it is either:

- (a) a change of 10% or more of the MaaS Solution Provider’s issued share capital during the Term; or
- (b) [the acquisition or divestment of 10% or more of the Shareholder’s issued share capital by any one shareholder, whether undertaken in a single transaction or series of transactions];

“Charges” means the sums to be paid by the Combined Authority to the MaaS Solution Provider pursuant to this Agreement;

“Charges Schedule” means the schedule of [day rates] set out at Schedule 3 (Charges) (as may be amended from time to time via the Change Control Procedure);

“Combined Authority IPR” means the Intellectual Property Rights of the Combined Authority for use within the MaaS Solution which includes the trade marks and logos of the Combined Authority;

“Combined Authority Personnel” means employees of members of the Combined Authority and their agents, representatives, consultants and subcontractors, including the Combined Authority;

“Combined Authority Policies” means those policies set out at Schedule 12 (Combined Authority Policies) as amended from time to time, and any and all policies, procedures and standards of the Combined Authority that are relevant to the performance of the

Services, including those relating to safety, security, business ethics, drugs and alcohol and any other regulations, as may be specified in writing by the Combined Authority to the MaaS Solution Provider from time to time;

“Commencement Date” means the date [of this Agreement][on which each of the conditions precedent listed in clause 2 have been satisfied in full or waived by the Combined Authority];

“Confidential Information” means any and all information in any form relating to the MaaS Solution Provider, the Combined Authority, an MSP or any End User, or the business, prospective business, technical process, computer software (both source code and object code), Intellectual Property Rights or finances of the MaaS Solution Provider, the Combined Authority, an MSP or any End User (as the case may be), or compilations of two or more items of such information, whether or not each individual item is in itself confidential, which comes into a party’s possession by virtue of its entry into this Agreement or provision of the Services, Software and the Documentation, and which the party regards, or could reasonably be expected to regard, as confidential and any and all information which has been or may be derived or obtained from such information and shall include but not be limited to MaaS Solution Data, Personal Data and information relating to End Users, mailing lists, organisation charts, information relating to products, services, research, technology, business plans, promotional and marketing materials, financial information and business information;

“Contract Year” means the period of twelve (12) months following the Commencement Date and each subsequent period of twelve (12) months during the Term, or such shorter period ending on the date of termination or expiry of this Agreement;

“Cybersecurity Requirements” means the Combined Authority’s cybersecurity requirements as set out in Schedule 10 (Cybersecurity Requirements);

“Data Protection Legislation” has the meaning given in Schedule 9 (Data Protection);

“Defect” means an error or defect in the MaaS Platform that causes it to fail to operate substantially in accordance with the Specification, the Provider’s Proposal or the Documentation;

“Development Fee” means, in respect of each Release, the fee payable by the Combined Authority in respect of development of the Functional Elements comprising that Release, as set out in Schedule 3 (Charges);

“Development Services” means the development of the MaaS Platform by the MaaS Solution Provider in compliance with the obligations of this Agreement (including the Specification and the Provider’s Proposals), including any services ancillary thereto;

“Development Team” means the development of the MaaS Platform by the MaaS Solution Provider in compliance with the obligations of this Agreement (including the Specification and the Provider’s Proposals), including any services ancillary thereto;

“Disaster” means any disruption to the performance or availability of the MaaS Platform or the Services (whether caused by natural or man-made phenomenon or occurrence);


“Disaster Recovery Plan” means a written document detailing the procedures to be followed and actions to be undertaken in order to recover from a Disaster and restore the Services such that they are performed in accordance with this Agreement as set out in Schedule 7 (Disaster Recovery Plan), as may be amended by agreement from time to time via the Change Control Procedure;

“Documentation” means the comprehensive written and/or online descriptions of the features, functions and methods of operation and the instructions provided for the use of the MaaS Platform or any part thereof which are sufficient to enable the day-to-day use and administration of the MaaS Platform by the Combined Authority;

“End User” means any individual who uses (or attempts to use) the MaaS Platform including Combined Authority Personnel and employees of an MSP;

“End User Terms” means the terms and conditions subject to which End Users access and use the MaaS Platform, developed or to be developed in accordance with clause 12;

“Escrow Agent” means [];

“Escrow Agreement” means [a software escrow agreement in the form of the  Group’s Single Licensee Software Escrow Agreement];

“Exit Plan” means a plan detailing the obligations of the MaaS Solution Provider either to facilitate the transfer of any Services or Software to the Combined Authority or a Replacement Supplier, or to cease operation of the MaaS Platform, upon expiry or termination of this Agreement;

“Extension Period” has the meaning given in clause 2;

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with the EIRs (Environmental Information Regulations) and any guidance and/or codes of practice issued by the Ministry of Justice (or other responsible Secretary of State) and/or the ICO in relation to such legislation;

“Force Majeure Event” means any cause affecting the performance by either the Combined Authority or the MaaS Solution Provider of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding any industrial dispute relating to the Combined Authority, the MaaS Solution Provider Personnel or any other failure in the MaaS Solution Provider supply chain unless such failure is in itself as a result of an occurrence contemplated within this definition.

“Full Release” means the deployment of a version of the MaaS Platform that meets the criteria for the Full Release as described in section 8 of the Specification (Functional Specification), in accordance with clause 9.18;

“Full Release Condition” means each of the following:

- (a) resolution of any Defect (whether or not relating to a Functional Element previously Accepted) having a material effect on performance of the MaaS Platform;
- (b) resolution, to the reasonable satisfaction of the Combined Authority, of any Snagging Matters notified to the MaaS Solution Provider in accordance with clause 7.16 in respect of any previous Release; and
- (c) if the Combined Authority has requested, pursuant to clause 7.16 a plan regarding resolution of Snagging Matters, approval of such plan by the Combined Authority;

“Full Release Protocol” means the document referred to as such in clause 9.15;

“Full Release Target Date” means:

- (a) the date as indicated as such in Schedule 5 (Programme);
- (b) such later date as may be specified by the Combined Authority to the MaaS Solution Provider in accordance with clause 7;

“Functional Element” means each of the elements of functionality listed in the first column of the table set out in paragraph 8.3 of the Specification, together with all associated non-functional requirements;

“Good Industry Practice” means the exercise of that degree of skill, care, diligence, prudence and foresight which would be expected from a skilled and experienced person performing the role of an application developer and provider of services similar to the Services and generally recognised as being “best practice” within the software industry;

“Incident” means any Vulnerability, Virus or security incident which:

- (a) affects or may affect the MaaS Platform, or any End User’s ability to access or use the MaaS Platform;
- (b) affects or may affect the MaaS Solution Provider’s network and information systems such that it could potentially affect:

- i. the Combined Authority's network and information systems including the Combined Authority's hardware;
 - ii. any MSP's network and information systems including an MSP's hardware;
 - iii. any other End User's network, information systems or hardware; or
- (c) is reported to the MaaS Solution Provider by the Combined Authority;

"Initial Term" means the period commencing on the Commencement Date and ending on 31st March 2024;

"Insolvency Event" means a resolution is passed or an order is made for the winding up of a party (save for the purpose of a bona fide solvent reconstruction or amalgamation), or a party becomes subject to an administration order, or a receiver or administrative receiver is appointed over any of a party's property or assets or a person has become entitled to appoint a receiver or administrative receiver, or a party is insolvent or would be taken as insolvent under section 123 of the Insolvency Act 1986, or suspends payments of its debts or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or enters into any compromise or arrangement with its creditors or a party is dissolved or otherwise threatens to cease to carry on business;

"Intellectual Property Rights" means any rights in or to any patent, copyright, data base right, registered design, design right, utility model, trade mark, brand name, service mark, trade name, business name, chip topography right, know how or Confidential Information and any other rights in respect of any other industrial or intellectual property, whether capable of being registered or not and all applications and rights to apply for registration or protection of any of the foregoing, as may exist anywhere in the world;

"Key Sub-Contractor" means:

- (a) *[list to be included prior to contract signature]*

"Losses" means:

- (a) all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a

solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), and other professional charges and expenses; and

(b) in respect of Schedule 9 (Data Protection) only, cost of breach notification including notifications to the Data Subject, and cost of complaints handling (including providing Data Subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments),

in each case whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;

“MaaS” means mobility as a service;

“MaaS Participation Agreement” means each agreement entered into from time to time between the Combined Authority and an MSP governing the MSP’s involvement in the Project and integration with the MaaS Platform;

“MaaS Platform” means the application comprised of the Software to be developed, maintained and operated by the MaaS Solution Provider pursuant to this Agreement;

“MaaS Solution” means the regional journey planning, booking, ticketing, payment and information platform for the West of England, which includes the MaaS Platform and the Services;

“MaaS Solution Data” means all data, including Personal Data (in any form and whether anonymised or pseudonymised), that is processed by the MaaS Solution Provider and belongs to the Combined Authority and/or any MSP and/or is derived or generated from or in connection with the MaaS Platform, the provision of the Services and/or the Software;

“MaaS Solution Provider Personnel” means any employee, agent, representative, consultant or sub-contractor of the MaaS Solution Provider or its sub-contractors;

“MaaS Solution Provider Software” means the MaaS Solution Provider’s standard software;

“Modification” means the provision by the MaaS Solution Provider of any modification to the Software;

“Monthly Payment” means the sum payable by the Combined Authority to the MaaS Solution Provider pursuant to clause 13.5, calculated in accordance with clause 13.6;

“Monthly Service Fee” means the sum identified as such in Schedule 3 (Charges);

“MSP” means a mobility service provider that offers public transport, or is a micro-mobility provider of mobility products and services, within the West of England region;

“MSP System” means, in respect of an MSP, any part of that MSP’s own systems, software or applications that interface with the MaaS Solution, including any APIs for which the MSP is responsible;

“MVP” means the minimum viable product;

“MVP Release” means the deployment of a version of the MaaS Platform that meets the criteria for the MVP Release as described in section 8 of the Specification (Functional Specification), in accordance with clause 9.11;

“MVP Release Condition” means each of the following:

- (a) resolution of any Defect (whether or not relating to a Functional Element previously Accepted) having a material effect on performance of the MaaS Platform;
- (b) resolution, to the reasonable satisfaction of the Combined Authority, of any Snagging Matters notified to the MaaS Solution Provider in accordance with clause 7.16 in respect of any previous Release; and
- (c) if the Combined Authority has requested, pursuant to clause 7.16, a plan regarding resolution of Snagging Matters, approval of such plan by the Combined Authority;

“MVP Release Protocol” means the document referred to as such in clause 9.8;

“MVP Target Release Date” means:

- (a) the date as indicated as such in Schedule 5 (Programme);
- (b) such later date as may be specified by the Combined Authority to the MaaS Solution Provider in accordance with clause 7;

“Operational Services” means the Services other than the Development Services;

“Personal Data” has the meaning given in Schedule 9 (Data Protection);

“Product Demo” means a demonstration of a Functional Element during a Sprint as detailed in Schedule 6 (Sprint Management);

“Programme” means the programme included as Schedule 5 as amended from time to time by agreement of the parties;

“Prohibited Act” means:

- (a) offering, giving or agreeing to give to any Combined Authority Personnel any gift or consideration of any kind as an inducement or reward: (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Combined Authority; or (ii) for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Combined Authority;
- (b) entering into this Agreement or any other contract with the Combined Authority in connection with which commission has been paid or has been agreed to be paid by the MaaS Solution Provider or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Combined Authority;
- (c) committing any offence: (i) under the Bribery Act 2010 or section 117 of the Local Government Act 1972; (ii) under legislation creating offences in respect of fraudulent acts; or (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Combined Authority; or

(d) defrauding or attempting to defraud or conspiring to defraud the Combined Authority;

“Project” means the Combined Authority’s project to establish a MaaS Solution for the West of England;

“Project Manager” means the MaaS Solution Provider’s main representative concerning the MaaS Solution and who is responsible for overseeing the Development Team;

“Project Owner” means the Combined Authority’s main representative concerning the MaaS Solution;

“Provider’s Proposal” means the MaaS Solution Provider’s proposal as set out in Schedule 2 (MaaS Solution Provider’s Proposal);

“Records” has the meaning set out in clause 33.3.

“Release” means the Alpha Release, the Beta Release, the MVP Release or the Full Release, as the context may require;

“Relevant Requirements” has the meaning given to it in clause 38.1.1;

“Relief Event” means any of the following:

- (a) any failure by the Combined Authority to comply with its obligations under this Agreement in any material respect;
- (b) any material error or malfunction in MSP Systems, or any change to MSP Systems not notified to the MaaS Solution Provider in accordance with clause 11.3;
- (c) any failure by the Combined Authority to provide in a reasonably timely manner any information, co-operation or instructions to the MaaS Solution Provider which the MaaS Solution Provider has, acting reasonably, identified in writing to the Combined Authority as being required for the proper performance of its obligations under this Agreement, including any such failure relating to the Admittance of MSPs;

“Replacement Supplier” means another party chosen by the Combined Authority to take over the provision of all or part of the Services and/or the Software;

“Request for Information” shall have the meaning set out in FOIA and includes any apparent request for such information;

“Retention” has the meaning given in clause 13.1;

“Retention Release Condition” means each of the conditions listed in clause 13.3;

“Returning Employees” means those persons listed in a schedule to be agreed by the parties prior to the Subsequent Transfer Date who it is agreed were employed by the MaaS Solution Provider wholly and/or mainly for the provisions of the Services and/or the Software immediately before the Subsequent Transfer Date;

“Revision” means a new version of the MaaS Platform which provides functionality enhancements or improvements, or in which previously identified faults have been remedied, or to which any modification, revision or update has been made, or to which a further function or functions have been added;

“Scrum Master” means the person appointed by the MaaS Solution Provider and agreed by the Combined Authority with responsibility for the facilitating the Development Team to achieve the Sprint Goals and deliver the MaaS Solution;

“Services” means the services provided, or to be provided, by the MaaS Solution Provider to the Combined Authority in compliance with this Agreement (including the Specification and the Provider’s Proposals);

“Service Interruption Incident” means any event causing, or likely to cause, an failure of, disruption to or interruption of, provision of any material part of the Services, or disruption to availability of the MaaS Solution, including a System Failure;

“Service Level” means each of the performance standards relating to the Operational Services set out in Appendix D to the Specification (Service Levels);

“Service Level Credit” means, in respect of a Service Level, the sum the Combined Authority is entitled to deduct from the Monthly Charge in the event that Service Level is not achieved, as set out in Appendix D to the Specification (Service Levels);

“Settlement Period” means each calendar week (running Monday until Sunday), or such other period as may be specified by the Combined Authority in writing from time to time;

“Shareholder” means a person holding shares in the MaaS Solution Provider;]

“Software” means the MaaS Solution Provider Software and any Bespoke Software. References to Software in this Agreement shall mean such software as it is updated from time to time by a Revision or a Modification;

“Source Code” means the source code of the Software to which it relates, in the language in which the Software was written, together with all related flow charts and technical documentation, all of a level sufficient to enable the Combined Authority’s personnel to understand, develop and maintain that Software;

“Specification” means the Combined Authority’s technical as set out in Schedule 1 (Specification) as may be amended pursuant to the Change Control Procedure from time to time;

“Sprint” means a two-week period of development activity;

“Sprint Backlog” means the document setting out the relevant tasks or Functional Element(s) amounting to the Sprint Goal to be achieved during a Sprint;

“Sprint Goal” means the completion of the relevant tasks or Functional Element(s) for the current Sprint;

“Sprint Planning Meeting” means a planning meeting between the Project Owner, the Project Manager, the Scrum Master and the Development Team;

“Subsequent Transfer Date” means the date or dates on which there is a transfer of responsibility for the provision of the Services or part of the Services between the

MaaS Solution Provider and the Combined Authority and/or a Replacement Supplier (as the case may be);

“System Failure” means any material failure, fault or problem affecting End Users’ and/or an MSP’s ability to access and use the MaaS Platform;

“Target Release Date” means the Alpha Target Release Date, the Beta Target Release Date, the MVP Target Release Date or the Full Target Release Date, as the context may require;

“Term” means the period of the Initial Term as may be varied by any Extension Period to this Agreement which are agreed pursuant to clause 2 or the earlier termination of this Agreement in accordance with clause 27;

“Test Plan” means the test plan relevant to each Release proposed by the MaaS Solution Provider and approved by the Combined Authority pursuant to clause 7, as may be amended by agreement of the parties from time to time;

“Test Strategy” means the test strategy proposed by the MaaS Solution Provider and approved by the Combined Authority pursuant to clause 7, as may be amended by agreement of the parties from time to time;

“Ticket” means any ticket, voucher or similar, whether in electronic form or otherwise, which entitles the purchaser to use specific mobility services offered by an MSP;

“Ticket Revenue” means all sums collected by the MaaS Solution Provider from End Users in relation to the sale of Tickets;

“Ticket Revenue Account” means the account opened and maintained by the MaaS Solution Provider in accordance with paragraph 1 of Schedule 4 (Ticketing and Revenue Allocation);

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended);

“**VAT**” means value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction;

“**Virus**” means any virus, worm, trojan horse, logic bomb, time bomb, back door, trap door and any other similar form of code intended to cause harm or damage to any computer system or data or which (if negligently inserted) has that effect, or which is hostile, intrusive or annoying to the End User and has no legitimate purpose;

“**Vulnerability**” means a weakness in the computational logic (for example code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity or availability; and

“**Working Day**” means any day that is not a Saturday, Sunday, or Bank Holiday in England.

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 references to clauses and Schedules are references to clauses of and schedules to this Agreement;
- 1.2.2 words importing one gender shall include all genders;
- 1.2.3 the clause headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- 1.2.4 references to any person include references to any human being, company, body corporate, association, joint venture, partnership, trust and any legal entity capable of suing and being sued;
- 1.2.5 references to any statute, enactment, order, statutory provision or statutory instrument or other similar instrument include a reference to that statute, statutory instrument together with all rules and regulations made under it or them all as from time to time amended, consolidated or re-enacted;
- 1.2.6 references to "documents", "records", "books" and "data" shall include information contained in computer programs and disks and records or other

machine-readable form or records kept otherwise than in a legible form but capable of being produced in a legible form;

1.2.7 use of the word “includes” or “including” (and their derivatives) means includes or including, without limitation;

1.2.8 in the event of any conflict between any part of this Agreement, the documents constituting the Agreement shall have priority in the following order:

- (a) this Agreement;
- (b) Schedule 1 (Specification);
- (c) the remaining Schedules to this Agreement, other than Schedule 2 (MaaS Solution Provider’s Proposal); and
- (d) Schedule 2 (MaaS Solution Provider’s Proposal).

2 Conditions Precedent



3 Term and extension of the Initial Term

3.1 This Agreement shall take effect on the Commencement Date and continue for the Term.

3.2 The Combined Authority may extend this Agreement beyond the Initial Term by a further period or by multiple further periods (“**Extension Period**”). If the Combined Authority wishes to extend this Agreement, it shall give the MaaS Solution Provider at least three (3) months' written notice of such intention before the expiry of the Initial Term or relevant Extension Period. The aggregate length of any Extension Periods shall not exceed 24 months.

3.3 If the Combined Authority gives such notice, then the Term shall be extended by the period set out in the notice.

3.4 If the Combined Authority does not wish to extend this Agreement beyond the Initial Term this Agreement shall expire on expiry of the Initial Term and the provisions of clause 29 shall apply.

4 MaaS Solution Provider Obligations

- 4.1 The MaaS Solution Provider shall:
 - 4.1.1 provide the Development Services;
 - 4.1.2 provide the Operational Services; and
 - 4.1.3 supply the MaaS Platform and the Documentation,to the Combined Authority in accordance with this Agreement.

- 4.2 The MaaS Solution Provider shall:
 - 4.2.1 provide the Services in compliance with the Specification and the Provider's Proposal;
 - 4.2.2 perform its obligations under this Agreement in accordance with:
 - (a) all Applicable Law;
 - (b) Good Industry Practice; and
 - (c) any standards referred to in the Specification;
 - 4.2.3 obtain, and maintain throughout the duration of this Agreement, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;
 - 4.2.4 ensure that the Documentation it provides to the Combined Authority is comprehensive, accurate and prepared in accordance with Good Industry Practice;
 - 4.2.5 in performing its obligations under this Agreement, not do or omit to do or permit or suffer to be done anything which might be or become a danger to any persons or cause damage to any Combined Authority property or third party property;
 - 4.2.6 provide the Combined Authority with such co-operation, information, advice and assistance in connection with the MaaS Platform and/or its obligations under this Agreement as the Combined Authority may reasonably request;
 - 4.2.7 act in good faith in its dealings with the Combined Authority, each MSP and other stakeholders and interested parties; and

- 4.2.8 ensure that MaaS Solution Provider Personnel and its sub-contractors act in such a way that the name and good reputation of the Combined Authority is not brought into disrepute or otherwise adversely affected.

5 Combined Authority Obligations

- 5.1 The Combined Authority shall:
 - 5.1.1 provide in a timely manner all information reasonably required by the MaaS Solution Provider for the performance of the Services;
 - 5.1.2 use its reasonable endeavours to facilitate communications between the MaaS Solution Provider and MSPs, to the extent relevant to development and operation of the MaaS Platform; and
 - 5.1.3 use its reasonable endeavours to enforce the obligations of each MSP pursuant to its MaaS Participation Agreement, where non-performance of such obligations would impact upon the MaaS Solution Provider's ability to comply with its obligations under this Agreement.
- 5.2 Any breach by the Combined Authority of its obligations under clause 5.1 shall constitute a Relief Event. The MaaS Solution Provider's sole remedy in respect of any such breach shall be the operation of clause 8 or clauses 10.7 and 10.8 (as appropriate).

6 Sprint Management

The parties shall comply with their obligations in Schedule 6 (Sprint Management).

7 Development, Testing and Acceptance

Functional Elements

- 7.1 The MaaS Solution Provider shall:
 - 7.1.1 ensure that all the Functional Elements required for the Alpha Release (as specified in the Specification) are Accepted by the Alpha Target Release Date;
 - 7.1.2 ensure that all the Functional Elements required for the Beta Release (as specified in the Specification) are Accepted by the Beta Target Release Date;
 - 7.1.3 ensure that all the Functional Elements required for the MVP Release (as specified in the Specification) are Accepted by the MVP Target Release Date; and
 - 7.1.4 ensure that all the Functional Elements required for the Full Release (as specified in the Specification) are Accepted by the Full Target Release Date.

- 7.2 The Combined Authority may, by notice in writing to the MaaS Solution Provider, require delivery of one or more of the Functional Elements associated with a Release to be postponed to a subsequent Release, provided such notice is issued:
- 7.2.1 in respect of the Alpha Release, no later than five (5) Working Days after the Commencement Date;
 - 7.2.2 in respect of the Beta Release, no later than five (5) Working Days after the Alpha Target Release Date;
 - 7.2.3 in respect of the MVP Release, no later than five (5) Working Days after the Beta Target Release Date; and
 - 7.2.4 in respect of the Full Release, no later than five (5) Working Days after the MVP Target Release Date.

Following issue of such notice, the Functional Elements required in respect of the relevant Release shall be deemed to have changed as specified in the notice.

- 7.3 Without prejudice to clause 7.2, either party may, at any time prior to the relevant Target Release Date, propose changes to the list of Functional Elements required for any Release by submitting a Change Request pursuant to clause 19.

Testing

- 7.4 No later than fifteen (15) Working Days after the Commencement Date, the MaaS Solution Provider shall provide to the Combined Authority a draft Test Strategy. The draft Test Strategy shall:
- 7.4.1 set out the MaaS Solution Provider's proposed approach to testing;
 - 7.4.2 demonstrate how such approach complies with the requirements of the Specification in relation to testing; and
 - 7.4.3 identify opportunities for Combined Authority Personnel and staff of relevant MSPs to participate in the testing process.
- 7.5 Within ten (10) Working Days of receipt of the draft Test Strategy, the Combined Authority shall notify the MaaS Solution Provider either that:
- 7.5.1 the draft Test Strategy is agreed, in which case it shall become the Test Strategy for the purposes of this Agreement; or
 - 7.5.2 the draft Test Strategy is not agreed, in which case the Combined Authority shall state its objections to the draft Test Strategy.

7.6 In the event that the Combined Authority does not approve a draft Test Strategy, the MaaS Solution Provider shall amend the Test Strategy as soon as reasonably possible and resubmit the same to the Combined Authority. Clause 7.5 shall apply to any resubmitted draft Test Strategy.

7.7 No later than fifteen (15) Working Days after:

7.7.1 the Commencement Date, in respect of the Alpha Release;

7.7.2 the Alpha Target Release Date, in respect of the Beta Release;

7.7.3 the Beta Target Release Date, in respect of the MVP Release; and

7.7.4 the MVP Target Release Date, in respect of the Full Release,

the MaaS Solution Provider shall provide to the Combined Authority a draft Test Plan. Each draft Test Plan shall comply with the Test Strategy and shall detail the specific tests the MaaS Solution Provider proposes to undertake to demonstrate whether the relevant Functional Elements have been satisfactorily delivered in accordance with the requirements of this Agreement, such that they can be Accepted by the Combined Authority.

7.8 Within ten (10) Working Days of receipt of each draft Test Plan, the Combined Authority shall notify the MaaS Solution Provider either that:

7.8.1 the draft Test Plan is agreed, in which case it shall become the Test Plan applicable to that Release; or

7.8.2 the draft Test Plan is not agreed, in which case the Combined Authority shall state its objections to the draft Test Plan.

7.9 In the event that the Combined Authority does not approve a draft Test Plan, the MaaS Solution Provider shall amend the Test Plan as soon as reasonably possible and resubmit the same to the Combined Authority. Clause 7.8 shall apply to any resubmitted Test Plan.

7.10 The MaaS Solution Provider shall update a Test Plan promptly following any changes made pursuant to clauses 7.2 or 7.3, and provide a copy of the same to the Combined Authority.

7.11 Prior to each Release the MaaS Solution Provider shall undertake tests in compliance with the agreed Test Plan and provide detailed test results to the Combined Authority no later than five (5) Working Days prior to the relevant Target Release Date, along with a statement confirming, in the MaaS Solution Provider's opinion, which of the Functional Elements have been delivered in accordance with the requirements of this Agreement.

7.12 The MaaS Solution Provider shall give the Combined Authority reasonable notice of the carrying out of any tests. Combined Authority Personnel shall be entitled to witness any such test.

Acceptance

7.13 No later than five (5) Working Days after receipt of the test results and statement referred to in clause 7.10, the Combined Authority shall confirm in writing to the MaaS Solution Provider which of the Functional Elements it Accepts.

7.14 The Combined Authority shall Accept a Functional Element if:

7.14.1 the Combined Authority is satisfied, acting reasonably and based on the information at its disposal, that the Functional Element meets all relevant requirements of the Specification, the Provider's Proposal and any other provision of this Agreement; and

7.14.2 the MaaS Solution Provider has delivered to the Combined Authority any Documentation or other information required by this Agreement in relation to that Functional Element, and such Documentation or other information is in a form satisfactory to the Combined Authority (acting reasonably).

7.15 If the Combined Authority notifies the MaaS Solution Provider that it does not Accept a Functional Element, it shall provide reasons for its non-acceptance.

7.16 The Combined Authority may, in its absolute discretion, Accept a Functional Element notwithstanding that it does not meet the requirements of clause 7.14. In such circumstances, the Combined Authority may issue, along with its notification of Acceptance, a list of defects that it considers exist in the Functional Element ("**Snagging Matters**"), and may require the MaaS Solution Provider to prepare, for approval by the Combined Authority, a plan setting out the steps it will take to remedy the Snagging Matters. The MaaS Solution Provider shall comply with any such plan and remedy all Snagging Matters as soon as reasonably practicable.

7.17 If a dispute arises between the parties in relation to Acceptance (including in respect of a refusal to Accept by the Combined Authority or in respect of a list of Snagging Matters), such dispute shall be resolved in accordance with clause 23 but using the reduced timescales set out in clause 23.12.

8 Delay

8.1 If a Relief Event occurs and such event delays or otherwise impedes the MaaS Solution Provider in achieving the Functional Elements applicable to a Release, then the MaaS Solution Provider:

8.1.1 shall use reasonable endeavours to minimise any resulting delay; and

- 8.1.2 may give written notice to the Combined Authority not later than five (5) Working Days after the beginning of the event, identifying the event and estimating the probable extent of the delay.
- 8.2 Following receipt of such notice, the parties' Authorised Representatives shall consult to determine how best to accommodate the consequences of the event, which may include:
 - 8.2.1 postponing the relevant Target Release Date (and, if relevant, subsequent dates in the Programme) by a reasonable period reflecting the period of delay;
 - 8.2.2 reducing the Functional Elements applicable to the relevant Release; or
 - 8.2.3 a combination of both.
- 8.3 In the absence of agreement, the relevant Target Release Date (and, if relevant, subsequent dates in the Programme) shall be deemed postponed by a reasonable period reflecting the period of delay.
- 8.4 Without prejudice to any other remedy of the MaaS Solution Provider expressly stated in this Agreement, the sole remedy of the MaaS Solution Provider in respect of the occurrence of a Relief Event that delays or otherwise impedes achievement of Functional Elements shall be the operation of this clause 8.

9 MaaS Platform Releases

Alpha Release

- 9.1 Following Acceptance of all required Functional Elements, the Alpha Release shall take place on the date specified by the Combined Authority by notice in writing to the MaaS Solution Provider, provided that:
 - 9.1.1 unless otherwise agreed by the parties, such date shall not be earlier than the Alpha Target Release Date; and
 - 9.1.2 the Combined Authority shall give the MaaS Solution Provider at least one (1) Working Day's notice of the relevant date.
- 9.2 On the date specified by the Combined Authority, the MaaS Solution Provider shall deploy the latest version of the MaaS Platform into the test environment specified in the Specification in respect of the Alpha Release (as subsequently amended by the Combined Authority acting reasonably).

Beta Release

- 9.3 Following Acceptance of all required Functional Elements, and provided that the MaaS Solution Provider has remedied, to the reasonable satisfaction of the Combined

Authority, any Snagging Matters notified to the MaaS Solution Provider in accordance with clause 7.16 in respect of the Alpha Release, the Beta Release shall take place on the date specified by the Combined Authority by notice in writing to the MaaS Solution Provider, provided that:

- 9.3.1 unless otherwise agreed by the parties, such date shall not be earlier than the Beta Target Release Date; and
 - 9.3.2 the Combined Authority shall give the MaaS Solution Provider at least one (1) Working Day's notice of the relevant date.
- 9.4 On the date specified by the Combined Authority, the MaaS Solution Provider shall deploy the latest version of the MaaS Platform into the test environment specified in the Specification in respect of the Beta Release (as subsequently amended by the Combined Authority acting reasonably).

MVP Release

- 9.5 No later than eighty (80) Working Days prior to the MVP Target Release Date, the Combined Authority shall provide to the MaaS Solution Provider a draft MVP Release Protocol, setting out the steps that need to be completed before the MVP Release can take place, and allocating responsibilities between the parties.
- 9.6 Within ten (10) Working Days of receipt of the draft MVP Release Protocol, the MaaS Solution Provider shall either confirm to the Combined Authority that it accepts the draft Protocol, or provide its comments thereon to the Combined Authority. In the absence of any response from the MaaS Solution Provider within the applicable timescale, the MaaS Solution Provider shall be deemed to have accepted the draft Protocol.
- 9.7 In the event that the Combined Authority receives comments from the MaaS Solution Provider, the Combined Authority shall consider the comments in good faith but shall not be obliged to make any changes as a result. The Combined Authority shall, within ten (10) Working Days of receipt of the same, issue a revised MVP Release Protocol incorporating such changes as the Combined Authority sees fit, or (if the Combined Authority does not consider any changes are necessary) reissue the existing draft Protocol.
- 9.8 If the draft MVP Release Protocol issued pursuant to clause 9.7:
- 9.8.1 imposes obligations upon the MaaS Solution Provider that are additional to the MaaS Solution Provider's existing obligations and will cause the MaaS Solution Provider to incur material cost, the Combined Authority shall issue a Change Request pursuant to clause 19. The draft Protocol shall form the MVP Release Protocol for the purposes of this Agreement upon completion of the Change Control Procedure;

- 9.8.2 does not impose obligations upon the MaaS Solution Provider that are additional to the MaaS Solution Provider's existing obligations (or, to the extent it does, such additional obligations will not cause the MaaS Solution Provider to incur material cost) such document shall form the MVP Release Protocol for the purposes of this Agreement.
- 9.9 In preparation for the MVP Release:
- 9.9.1 each party shall comply with its obligations in the MVP Release Protocol; and
- 9.9.2 the MaaS Solution Provider shall procure the satisfaction of each of the MVP Release Conditions.
- 9.10 Following Acceptance of all required Functional Elements, the MVP Release shall take place on the date specified by the Combined Authority by notice in writing to the MaaS Solution Provider, provided that:
- 9.10.1 unless otherwise agreed by the parties, such date shall not be earlier than the MVP Target Release Date;
- 9.10.2 such date shall not be earlier than the date on which each of the MVP Release Conditions has been satisfied (or waived by the Combined Authority acting in its absolute discretion); and
- 9.10.3 the Combined Authority shall give the MaaS Solution Provider at least one (1) Working Day's notice of the relevant date.
- 9.11 On the date specified by the Combined Authority, the MaaS Solution Provider shall deploy the latest version of the MaaS Platform into the restricted environment specified in the Specification in respect of the MVP Release (as subsequently amended by the Combined Authority acting reasonably).

Full Release

- 9.12 No later than eighty (80) Working Days prior to the Full Target Release Date, the Combined Authority shall provide to the MaaS Solution Provider a draft Full Release Protocol, setting out the steps that need to be completed before the Full Release can take place, and allocating responsibilities between the parties.
- 9.13 Within ten (10) Working Days of receipt of the draft Full Release Protocol, the MaaS Solution Provider shall either confirm to the Combined Authority that it accepts the draft Protocol, or provide its comments thereon to the Combined Authority. In the absence of any response from the MaaS Solution Provider within the applicable timescale, the MaaS Solution Provider shall be deemed to have accepted the draft Protocol.

- 9.14 In the event that the Combined Authority receives comments from the MaaS Solution Provider, the Combined Authority shall consider the comments in good faith but shall not be obliged to make any changes as a result. The Combined Authority shall, within ten (10) Working Days of receipt of the same, issue a revised Full Release Protocol incorporating such changes as the Combined Authority sees fit, or (if the Combined Authority does not consider any changes are necessary) reissue the existing draft Protocol.
- 9.15 If the draft Full Release Protocol issued pursuant to clause 9.14:
- 9.15.1 imposes obligations upon the MaaS Solution Provider that are additional to the MaaS Solution Provider's existing obligations and will cause the MaaS Solution Provider to incur material cost, the Combined Authority shall issue a Change Request. The draft Protocol shall form the Full Release Protocol for the purposes of this Agreement upon completion of the Change Control Procedure;
- 9.15.2 does not impose obligations upon the MaaS Solution Provider that are additional to the MaaS Solution Provider's existing obligations and will cause the MaaS Solution Provider to incur material cost, such document shall form the MVP Release Protocol for the purposes of this Agreement.
- 9.16 In preparation for the Full Release:
- 9.16.1 each party shall comply with its obligations in the Full Release Protocol; and
- 9.16.2 the MaaS Solution Provider shall procure the satisfaction of each of the Full Release Conditions.
- 9.17 Following Acceptance of all required Functional Elements, the Full Release shall take place on the date specified by the Combined Authority by notice in writing to the MaaS Solution Provider, provided that:
- 9.17.1 unless otherwise agreed by the parties, such date shall not be earlier than the Full Target Release Date;
- 9.17.2 such date shall not be earlier than the date on which each of the Full Release Conditions has been satisfied (or waived by the Combined Authority acting in its absolute discretion); and
- 9.17.3 the Combined Authority shall give the MaaS Solution Provider at least one (1) Working Days' notice of the relevant date.
- 9.18 On the date specified by the Combined Authority, the MaaS Solution Provider shall deploy the latest version of the MaaS Platform to the general public.

10 Operational Services

- 10.1 From the date of the MVP Release and for the remainder of the Term the MaaS Solution Provider shall provide the Operational Services. Without prejudice to the generality of the foregoing, the MaaS Solution Provider shall:
- 10.1.1 subject to clause 10.1.3, ensure that the MaaS Platform is available for download by members of the public from each of the App Stores referred to in the Specification;
 - 10.1.2 sell Tickets for MSP services, collect payments for such sales and allocate revenue arising from such sales in accordance with Schedule 4 (Ticketing and Revenue Allocation); and
 - 10.1.3 maintain or enhance the availability, reliability, functionality and security standard of the MaaS Platform through the regular deployment of minor releases, security patches and updates (including bug fixes) in accordance with the requirements of the Specification.
- 10.2 From:
- 10.2.1 the date of the MVP Release until the date of the Full Release, the MaaS Solution Provider shall make the MaaS Platform available to such End Users as the Combined Authority may specify; and
 - 10.2.2 from the date of the Full Release, the MaaS Solution Provider shall make the MaaS Platform available to the general public.

Service Levels

- 10.3 From the date of the MVP Release and for the remainder of the Term the MaaS Solution Provider shall achieve the Service Levels.
- 10.4 If, in respect of any calendar month, the MaaS Solution Provider fails to achieve one or more Service Levels, the Monthly Service Fee payable by the Combined Authority shall be reduced by the aggregate amount of all Service Level Credits applicable to those Service Levels.
- 10.5 In respect of each calendar month, the MaaS Solution Provider shall supply to the Combined Authority a breakdown of performance against Service Levels and details of the Service Level Credits that MaaS Solution Provider considers should be applied in respect of that month ("**Performance Report**"). The MaaS Solution Provider shall provide the Performance Report to the Combined Authority along with its invoice for the relevant month.

10.6 Without prejudice to any other remedy of the Combined Authority expressly stated in this Agreement, the sole remedy of the Combined Authority in respect of any failure by the MaaS Solution Provider to achieve the Service Levels shall be the operation of clause 10.4.

Relief

10.7 If a Relief Event occurs and such event prevents, hinders or delays the MaaS Solution Provider in performance of the Operational Services, the MaaS Solution Provider may give written notice to the Combined Authority not later than five (5) Working Days after the beginning of the event, identifying the event and detailing its implications.

10.8 In the event there is a failure by the MaaS Solution Provider to perform the Operational Services as a result of a Relief Event:

10.8.1 the MaaS Solution Provider shall have no liability under this Agreement for such failure to perform; and

10.8.2 no Service Level Credits shall accrue in relation to such failure to perform, provided always that the MaaS Solution Provider takes all reasonable steps to mitigate the impact of the Relief Event.

10.9 Without prejudice to any other remedy of the MaaS Solution Provider expressly stated in this Agreement, the sole remedy of the MaaS Solution Provider in respect of the occurrence of a Relief Event that prevents, hinders or delays performance of the Operational Services shall be the operation of clause 10.8.

Indemnity

10.10 The MaaS Solution Provider shall, subject to clause 10.11, be responsible for, and shall release and indemnify the Combined Authority on demand from and against, all Losses relating to:

10.10.1 death or personal injury;

10.10.2 loss of or damage to property including property which is in the ownership or control of the Combined Authority; and

10.10.3 third party actions, claims, demands, costs, charges and expenses brought against the Combined Authority (including legal expenses on an indemnity basis),

which may arise out of, or in consequence of, the performance or non-performance by the MaaS Solution Provider of the Operational Services.

10.11 The MaaS Solution Provider shall not be responsible or be obliged to indemnify the Combined Authority for:

10.11.1 any of the matters referred to in clause 10.10 which arises as a direct result of the MaaS Solution Provider acting on the instruction of the Combined Authority;

10.11.2 any injury, loss, damage, cost and expense caused by the negligence or wilful misconduct of the Combined Authority (other than to the extent such negligence or wilful misconduct would not have occurred but for a breach by the MaaS Solution Provider of its obligations under this Agreement) or by the breach by the Combined Authority of its obligations under this Agreement.

11 Obligations in respect of MSPs

11.1 The MaaS Solution Provider shall co-operate promptly with MSPs in relation to all activities relating to the MaaS Solution and any points of integration, interoperability or interface.

11.2 The Combined Authority shall use reasonable endeavours to procure that MSPs co-operate promptly with the MaaS Solution Provider in relation to all activities relating to the MaaS Solution and any points of integration, interoperability or interface.

11.3 Within twenty (20) Working Days of the later of:

11.3.1 notification from an MSP that the MSP's API is due to be modified; and

11.3.2 provision by the MSP of all information reasonably required by the MaaS Solution Provider in respect of the same,

the MaaS Solution Provider shall ensure that the MaaS Platform is adapted as necessary to accommodate the modifications to the API.

11.4 The MaaS Solution Provider shall not take or omit to take any action if such act or omission will cause the Combined Authority to be in breach of its obligations under any MaaS Participation Agreement, provided that:

11.4.1 such MaaS Participation Agreement has been provided to the MaaS Solution Provider; and

11.4.2 this clause 11.4 shall not oblige the MaaS Solution Provider to take any action that will cause it to incur material additional expense.

11.5 If requested by the Combined Authority, the MaaS Solution Provider shall assist the Combined Authority in the development of a stakeholder charter or other protocol to govern relationships between the Combined Authority, the MaaS Solution Provider and one or more MSPs in relation to the MaaS Platform.

12 End Users

- 12.1 The Combined Authority shall be responsible for preparing End User Terms for deployment on the MaaS Platform. The Combined Authority shall consult with the MaaS Solution Provider as it develops the End User Terms, and the MaaS Solution Provider shall provide such assistance as the Combined Authority may reasonably require in this regard.
- 12.2 No later than ten (10) Working Days prior to the MVP Target Release Date, the Combined Authority shall provide to the MaaS Solution Provider the form of End User Terms that the Combined Authority requires to be used on the MaaS Platform.
- 12.3 The MaaS Solution Provider shall, from the MVP Release for the remainder of the Term, deploy such End User Terms on the MaaS Platform.
- 12.4 The Combined Authority may, at any time, provide updated End User Terms to the MaaS Solution Provider, and the MaaS Solution Provider shall deploy such terms on the MaaS Platform from such date as the Combined Authority may specify. The Combined Authority will endeavour to consult with the MaaS Solution Provider about any proposed changes to the extent reasonably possible.

13 Payment and Charges

- 13.1 Following Acceptance by the Combined Authority of all Functional Elements required for a Release (as specified in the Specification), the Combined Authority shall pay to the MaaS Solution Provider 90% of the Development Fees due in respect of that Release. The Combined Authority shall be entitled to retain the remaining 10% of such Fees (the aggregate of such amounts accumulated over all Releases, being the **"Retention"**).
- 13.2 The Retention relating to the Alpha Release, Beta Release and MVP Release shall be payable by the Combined Authority to the MaaS Solution Provider upon the later of:
 - 13.2.1 the date on which each of the Retention Release Conditions has been satisfied by the MaaS Solution Provider (to the reasonable satisfaction of the Combined Authority), or waived in writing by the Combined Authority; and
 - 13.2.2 the date falling forty-two (42) days after the date of the MVP Release.
- 13.3 The Retention relating to the Full Release shall be payable by the Combined Authority to the MaaS Solution Provider upon the later of:
 - 13.3.1 the date on which each of the Retention Release Conditions has been satisfied by the MaaS Solution Provider (to the reasonable satisfaction of the Combined Authority), or waived in writing by the Combined Authority; and

13.3.2 the date falling forty-two (42) days after the date of the Full Release.

13.4 For the purposes of clauses 13.2 and 13.3, the Retention Release Conditions are:

13.4.1 all Snagging Matters have been remedied;

13.4.2 any Defects identified by either party have been remedied;

13.4.3 any Vulnerabilities identified by either party have been remedied; and

13.4.4 all Documentation has been provided to the Combined Authority as required by the Specification, the Provider's Proposal or any other provision of this Agreement.

13.5 Commencing on the date of the MVP Release, the Combined Authority shall pay to the MaaS Solution Provider the Monthly Payment in respect of each calendar month for the remainder of the Term (with a pro-rata amount payable in respect of any part-months).

13.6 In respect of each calendar month, the Monthly Payment shall be calculated as follows:

Monthly Payment = MSF + VC - SLC

where:

MSF means the Monthly Service Fee identified in Schedule 3 (Charges);

VC means the Variable Charge applicable to that month, calculated in accordance with clause 13.8;

SC means any Service Level Credits that fall to be applied in the relevant month pursuant to clause 10.4.

13.7 In respect of each calendar month, the Variable Charge shall be calculated by multiplying the number of financial transactions that have taken place on the MaaS Platform during that month with the appropriate cost per transaction identified in Schedule 3 (Charges).

13.8 The MaaS Solution Provider shall submit invoices to the Combined Authority:

13.8.1 in respect of Development Fees, within ten (10) Working Days of the date of each Release;

13.8.2 in respect of the Retention, within ten (10) Working Days of the date on which the Retention becomes payable pursuant to clause 13.2 or 13.3 (as applicable); and

13.8.3 in respect of the Monthly Fee for each calendar month following the MVP Release, within ten (10) Working Days of the end of that calendar month.

Each invoice shall be in such format as the Combined Authority may specify, and shall be accompanied by sufficient supporting information to enable the Combined Authority to verify the appropriateness of the Charges included on the invoice.

13.9 The Combined Authority shall pay any undisputed sums stated in an invoice within thirty (30) days of receipt of the same.

13.10 The Combined Authority may dispute an invoice by giving notice to the MaaS Solution Provider if either:

13.10.1 the MaaS Solution Provider has not, in the reasonable opinion of the Combined Authority, provided sufficient supporting information to enable the Combined Authority to verify the appropriateness of the Charges included on the invoice; or

13.10.2 the Combined Authority considers that the MaaS Solution Provider is not entitled, under this Agreement, to payment of some or all of the amounts stated in the invoice.

13.11 If the Combined Authority disputes any amount shown on an invoice, it may withhold payment of the disputed amount pending the supply of such further information by the MaaS Solution Provider as the Combined Authority may reasonably request. On receipt of such information, the Combined Authority may at its sole discretion:

13.11.1 pay the disputed amount within thirty (30) days; or

13.11.2 refer the dispute for resolution in accordance with the procedure set out in clause 23.

13.12 If the Combined Authority fails to pay any undisputed amount due to the MaaS Solution Provider under this Agreement by the due date for payment, then the Combined Authority shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

13.13 All sums payable under or pursuant to this Agreement are exclusive of VAT. Accordingly, where any taxable supply for VAT purposes is made under or in connection with this Agreement by one party to the other, the recipient of that supply shall, in addition to any payment due for that supply, pay to the supplier such VAT as is chargeable in respect of the supply at the same time as payment is made or in any other case when demanded by the supplier. The payee shall provide the payer with a valid VAT Invoice in respect of any payment of VAT.

13.14 If any payment in respect of VAT is made under this Agreement in circumstances where VAT was not properly chargeable, then, where the supplier has accounted for such VAT to HM Revenue and Customs, the supplier's obligation to repay any amount to the payer shall be limited to such amount as the supplier is entitled to recover (by way of credit, repayment or otherwise) from HM Revenue and Customs in respect of the VAT wrongly paid.

14 Ownership and MaaS Solution Provider IP

14.1 The Software and associated Documentation are the property of the MaaS Solution Provider and the Combined Authority acquires no Intellectual Property Rights in or to such Software or the Documentation other than those expressly granted pursuant to clause 14.2.

14.2 Subject to the terms of this Agreement, the MaaS Solution Provider hereby grants the Combined Authority a perpetual, non-exclusive, irrevocable, fully paid-up licence for the Software and the Documentation permitting the Combined Authority to use the same for the purposes of delivering and maintaining the MaaS Solution within the relevant geographical area. Such licence shall permit the Combined Authority to grant sub-licences to any person appointed by the Combined Authority to operate and maintain the MaaS Solution within the relevant geographical area. For the purposes of this clause 14.2, "relevant geographical area" means the area covered by the Combined Authority from time to time (being at the date of this Agreement the administrative areas of Bristol, South Gloucestershire and Bath & North East Somerset) plus the administrative area of North Somerset.

14.3 The Combined Authority shall at the cost of the MaaS Solution Provider do and execute, or arrange for the doing and executing of, each necessary act, document and thing that the MaaS Solution Provider may consider necessary or desirable to perfect the right, title and interest of the MaaS Solution Provider in and to the Intellectual Property Rights in the Software and the Documentation as set out in clause 14.1.

14.4 Subject to clause 14.5, the MaaS Solution Provider shall indemnify the Combined Authority and any of its sub-licensees in respect of any Losses incurred by the Combined Authority arising from or incurred by reason of any third-party claiming infringement of any Intellectual Property Rights by the Combined Authority's use of the Software and/or receipt of the Services (or part thereof) in accordance with this Agreement. This clause 14.4 shall survive termination or expiry of this Agreement.

14.5 The indemnity set out in clause 14.4 shall not apply where the infringement or alleged infringement arises from, or is incurred by reason of, the Combined Authority's use of the Software other than as authorised under this Agreement.

14.6 The Combined Authority shall:

- 14.6.1 notify the MaaS Solution Provider in a reasonable time in writing of any allegation that any Software infringes any third-party Intellectual Property Rights and make no admissions in respect thereof; and
- 14.6.2 give (at the MaaS Solution Provider's cost) the MaaS Solution Provider reasonable information as required in relation to any alleged infringement.
- 14.7 If any Software is held, or is believed by the MaaS Solution Provider or the Combined Authority (acting reasonably), to infringe a third party's Intellectual Property Rights, the MaaS Solution Provider shall, at its expense:
 - 14.7.1 modify the Software (without materially detracting from its functionality) so as to avoid the infringement;
 - 14.7.2 obtain for the Combined Authority a licence to continue to use the Software on terms reasonably acceptable to the Combined Authority; or
 - 14.7.3 replace the Software with non-infringing substitutes provided that such substitutes do not entail a reduction in functionality.

15 Combined Authority IP

For the purposes of this Agreement, the Combined Authority hereby grants to the MaaS Solution Provider a non-exclusive, irrevocable, fully paid-up licence for the Term ("**Combined Authority Licence**") to use the Combined Authority's IPR for the purposes of delivering the MaaS Solution in accordance with the terms of this Agreement.

16 MaaS Solution Data and Data Protection

- 16.1 Each party undertakes to comply with the provisions set out in Schedule 9 (Data Protection) with regard to its data protection obligations in relation to Personal Data.
- 16.2 The provisions of this clause 16 shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.
- 16.3 At the Combined Authority's request and in accordance with its obligations under the Data Protection Legislation, the MaaS Solution Provider shall provide the Combined Authority with a complete and secure encrypted and appropriately authenticated download file of all MaaS Solution Data held by the MaaS Solution Provider in the format, and on the media, reasonably specified by the Combined Authority. MaaS Solution Data shall be and remain the property of the Combined Authority and the MaaS Solution Provider shall not delete or remove any proprietary notices or other notices contained within or relating to MaaS Solution Data.
- 16.4 The MaaS Solution Provider shall perform secure backups of all MaaS Solution Data in accordance with the requirements set out within:

16.4.1 the Specification;

16.4.2 the requirements and standards listed in Schedule 10 (Cybersecurity Requirements); and

16.4.3 the Combined Authority's Information Security Policy and Information Security Classification Policy referred to in Schedule 12 (Combined Authority Policies),

and shall ensure that such backups are available to the Combined Authority at all times upon request.

16.5 The MaaS Solution Provider shall prevent data commingling and server commingling with respect to MaaS Solution Data.

16.6 In the event of any conflict between this clause 16 and Schedule 9 (Data Protection), the provisions (and parts thereof) which most restrict the disclosure or use of Personal Data and which require the greatest level of security to be applied by the MaaS Solution Provider shall prevail.

17 Source code and escrow

17.1 Immediately after the Commencement Date, the parties shall enter into, and the MaaS Solution Provider shall procure that the Escrow Agent enters into, the Escrow Agreement.

17.2 The parties mutually undertake to comply with the terms of the Escrow Agreement for so long as it remains in force.

17.3 The MaaS Solution Provider shall pay all fees payable under the Escrow Agreement for so long as it remains in force.

18 Data backups and disaster recovery

18.1 The MaaS Solution Provider shall maintain a Disaster Recovery Plan and shall implement such plan in the event of any Disaster.

18.2 The MaaS Solution Provider shall actively test, review and update the Disaster Recovery Plan on at least an annual basis, using Good Industry Practice as guidance and being no less protective than the Disaster Recovery Plan in effect as at the Commencement Date and shall provide copies of any updates of the Disaster Recovery Plan to the Combined Authority promptly.

18.3 The MaaS Solution Provider shall notify the Combined Authority of the completion of any audit of the Disaster Recovery Plan and provide the Combined Authority with a copy of the audit report and reasonable evidence that any identified deficiencies have been corrected upon the Combined Authority's request.

18.4 The MaaS Solution Provider shall notify the Combined Authority immediately in the event of any Disaster or in the event that any element of the Disaster Recovery Plan is activated.

18.5 The provisions of clause 32 shall not relieve the MaaS Solution Provider of its obligations under this clause 18.

19 Change Control Procedure

19.1 Any change to this Agreement, including any of the Schedules, shall be made in accordance with the provisions of this clause 19.

19.2 Either party may make a request for any Change ("**Change Request**"). Any Change Request shall be in writing and in the format in Schedule 11 (Change Request) and shall be delivered to the Authorised Representative of the other party.

19.3 The Change Request shall set out all the Changes that are proposed to be made to this Agreement.

19.4 Promptly on receipt of the Combined Authority's Change Request or on delivery to the Combined Authority of its own Change Request (as applicable), the MaaS Solution Provider shall deliver to the Combined Authority a written proposal ("**Change Proposal**") setting out the Charges ("**Change Price**") (if any) which the MaaS Solution Provider proposes, if the Change Request is to be agreed. The Change Price shall be calculated in accordance with the Charges Schedule. The Change Proposal shall indicate how the Change Price is calculated (with a detailed breakdown) and shall indicate when any additional amount to be paid by the Combined Authority will become due. The MaaS Solution Provider shall provide reasonable evidence in support of any Change Proposal. Any Change Price must be reasonable taking into account the nature of the change requested.

19.5 The Combined Authority shall give written notice to the MaaS Solution Provider, signed by its Authorised Representative, indicating whether it wishes to accept or reject any Change Proposal.

19.6 If the Combined Authority accepts a Change Proposal in accordance with clause 19.5, this Agreement shall be amended in accordance with the Change Proposal.

19.7 Unless the Combined Authority accepts a Change Proposal, this Agreement shall not be varied or amended.

19.8 Modifications and Revisions are not subject to a Change Request and shall be provided in accordance with clause 8.4 at no additional cost or fee.

19.9 The MaaS Solution Provider shall be responsible (at its cost) for implementing any Changes required to the Software arising out of a general change in Applicable Law affecting the MaaS Solution Provider and/or the Combined Authority.

20 Change of ownership

20.1 The MaaS Solution Provider shall promptly, and in any event within five (5) Working Days of a public announcement, notify the Combined Authority of:

20.1.1 any event that may give rise to a:

- (a) Change of Ownership or Change of Control; and/or
- (b) future Change of Ownership or Change of Control.

20.1.2 the sale or proposed sale of all or substantially all of the business of the MaaS Solution Provider.

20.2 If any of the events referred to in clauses 20.1.1 and 20.1.2 occurs, the Combined Authority may terminate this Agreement no earlier than ten (10) Working Days after:

20.2.1 receipt of notice from the MaaS Solution Provider in accordance with clause 20.1; or

20.2.2 becoming aware of the occurrence of the relevant event,

whichever is the sooner.

21 Service Interruption and Business continuity

21.1 The MaaS Solution Provider shall notify the Combined Authority without delay on it becoming aware of the occurrence or likely occurrence of a Service Interruption Incident.

21.2 In the event of a Service Interruption Incident, the MaaS Solution Provider shall:

21.2.1 invoke the Business Continuity Plan;

21.2.2 take such steps as are necessary to:

- (a) resolve the Service Interruption Incident as soon as possible; and
- (b) avoid the recurrence of the Service Interruption Incident; and

- 21.2.3 promptly provide the Combined Authority with all relevant information relating to the Service Interruption Incident and the steps it is taking to resolve it.
- 21.3 The MaaS Solution Provider shall maintain the Business Continuity Plan at all times and test the same on a regular basis (and in any event not less than once in every 12-month period). Subject to clause 21.4, the Combined Authority may require the MaaS Solution Provider to conduct additional tests of the Business Continuity Plan where the Combined Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Business Continuity Plan. The Combined Authority reserves the right to attend any Business Continuity Plan test undertaken by the MaaS Solution Provider.
- 21.4 If the Combined Authority requires an additional test of the Business Continuity Plan it shall give the MaaS Solution Provider written notice and the MaaS Solution Provider shall conduct the test in accordance with the Combined Authority's requirements and the relevant provisions of the Business Continuity Plan. The MaaS Solution Provider's reasonable costs of the additional test shall be borne by the Combined Authority unless the Business Continuity Plan fails the additional test in which case the MaaS Solution Provider's costs of that failed test shall be borne by the MaaS Solution Provider.
- 21.5 Following each test, the MaaS Solution Provider shall send to the Combined Authority a written report summarising the results of the test and shall promptly implement any actions or remedial measures reasonably necessary as a result of those tests.
- 21.6 The MaaS Solution Provider shall undertake regular risk assessments and/or business impact analysis in relation to the provision of the Services not less than once every twelve months and shall provide the results of, and any recommendations in relation to, those risk assessments or business impact analysis to the Combined Authority promptly in writing following each review.

22 Warranties and representations

- 22.1 Each party warrants and represents (in relation to factual statements as at the Commencement Date) that:
- 22.1.1 it has full capacity, authority and all authorisations, consents, approvals and permits necessary (including all necessary shareholder and board approvals) for it to enter into and discharge its obligations under this Agreement;
- 22.1.2 this Agreement has been executed by a duly authorised representative of that party;
- 22.1.3 it is entering into this Agreement as principal and not as agent for any person;

- 22.1.4 the provisions of the Agreement do not put that party in breach of any other agreements to which it is a party; and
- 22.1.5 the execution of this Agreement does not contravene the terms of any licence, regulation or other restrictions applicable to that party.
- 22.2 The MaaS Solution Provider warrants, represents (in relation to factual statements as at the Commencement Date) and undertakes that:
 - 22.2.1 in relation to this Agreement it has not committed and will not commit any Prohibited Act;
 - 22.2.2 it has had an opportunity to carry out a thorough due diligence exercise in relation to the obligations it assumes under this Agreement and has entered into this Agreement in reliance on that due diligence;
 - 22.2.3 all information contained in the Provider's Proposal remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Combined Authority prior to execution of the Agreement;
 - 22.2.4 it will perform the Services with all due skill, care and diligence, in a timely and professional manner using appropriately qualified and experienced personnel and in accordance with Good Industry Practice;
 - 22.2.5 in performing its obligations under this Agreement it shall comply with all Applicable Law and has and shall maintain all licences, permissions, waivers, certificates and consents as are necessary or as may be required for the provision of the Services;
 - 22.2.6 the Software will comply and perform materially in accordance with the Specification and any additional agreed written amendments made thereto;
 - 22.2.7 the Software will be free from defects in design, material, workmanship and performance, but the MaaS Solution Provider does not warrant that the Software is free from minor errors or defects or that it operates entirely without interruption;
 - 22.2.8 it shall provide and maintain the security requirements set out within the Combined Authority's Information Security Policy and Information Security Classification Policy as set out in Schedule 12 (Combined Authority Policies) or elsewhere in this Agreement;
 - 22.2.9 the Documentation will provide adequate instructions to enable the Combined Authority to make full use of the Software in accordance with the scope of this Agreement;

22.2.10 the Software will have an effectively configured and resilient firewall in place at all times;

22.2.11 it shall use all reasonable endeavours to ensure the Software will not contain or introduce any Virus to the Combined Authority's System;

22.2.12 the Software is protected by fully functioning and up to date virus protection software, running and effective at all times;

22.2.13 none of the MaaS Solution Provider's Personnel will knowingly infringe or induce, instruct, or encourage any of the Combined Authority's Personnel to infringe any Intellectual Property Rights of the Combined Authority or any third party; and

22.2.14 unless prohibited by any Applicable Law (including any obligation of confidentiality) the MaaS Solution Provider shall notify the Combined Authority in writing of any claims, actions or proceedings being made, threatened or brought against the MaaS Solution Provider in connection with the provision of the Services.

22.3 Without prejudice to the Combined Authority's other rights and remedies, if the Combined Authority notifies the MaaS Solution Provider of any breach of warranty, the MaaS Solution Provider shall, wherever possible, correct the reported breach without delay and in any event within five (5) Working Days.

22.4 Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by the Combined Authority in respect of any information which is provided to the MaaS Solution Provider by the Combined Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law. Nothing in this clause 22 shall limit or exclude the liability of the Combined Authority for fraud or fraudulent misrepresentation.

23 Dispute resolution

23.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause 23.

23.2 Either party may give to the other written notice of the dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the dispute.

23.3 If the Authorised Representatives are for any reason unable to resolve the dispute within ten (10) Working Days of service of the Dispute Notice, the dispute shall be

referred to a senior manager of the Combined Authority and a senior manager of the MaaS Solution Provider who shall attempt in good faith to resolve it.

- 23.4 If the Combined Authority's senior manager and the MaaS Solution Provider's senior manager are for any reason unable to resolve the dispute within ten (10) Working Days of it being referred to them, either party may require referral of the matter to an adjudicator ("**Adjudication Notice**").
- 23.5 The parties shall attempt to agree the identity of the adjudicator. If no agreement is reached with five (5) Working Days of issue of the Adjudication Notice, either party may apply to the President for the time being of the Chartered Institute of Arbitrators, requesting him to appoint a suitable expert to act as adjudicator within fifteen (15) Working Days of such application.
- 23.6 Within ten (10) Working Days of appointment in relation to a particular dispute, the adjudicator shall require the parties to submit in writing their respective arguments. The adjudicator shall, in his absolute discretion, consider whether a hearing is necessary in order to resolve the dispute.
- 23.7 In any event, the adjudicator shall provide to both parties his written decision on the dispute, within twenty (20) Working Days of appointment (or such other period as the parties may agree after the reference) or thirty (30) Working Days from the date of reference if the party which referred the dispute agrees. The adjudicator shall not state any reasons for his decision. Unless and until revised, cancelled or varied by the English Courts, the adjudicator's decision shall be binding on both parties who shall forthwith give effect to the decision.
- 23.8 The adjudicator's costs of any reference shall be borne as the adjudicator specifies or, in default, equally by the parties. Each party shall bear its own costs arising out of the reference, including legal costs and the costs and expenses of any witnesses.
- 23.9 The adjudicator shall be deemed not to be an arbitrator but shall render his decision as an expert, and the provisions of the Arbitration Act 1996 and the law relating to arbitration shall not apply to the adjudicator or his determination or the procedure by which he reached his determination.
- 23.10 The adjudicator shall act impartially and may take the initiative in ascertaining the facts and the law. The adjudicator shall have the power to open up, review and revise any opinion, certificate, instruction, determination or decision of whatever nature given or made under this Agreement.
- 23.11 If either party is dissatisfied with the adjudicator's decision, that party may notify the other party of its intention to refer the dispute to the Courts. Any such notice must be issued no later than twenty (20) Working Days of receipt of the adjudicator's decision.

23.12 For any dispute arising in relation to the Acceptance process dealt with in clauses 7.15 to 7.20, the procedure set out in clauses 23.2 to 23.11 shall apply, except that the period(s) referred to in:

23.12.1 clause 23.3 shall be reduced to three (3) Working Days;

23.12.2 clause 23.4 shall be reduced to three (3) Working Days;

23.12.3 clause 23.6 shall be reduced to five (5) Working Days; and

23.12.4 clause 23.7 shall be reduced to fifteen (15) Working Days and twenty (20) Working Days respectively.

24 Limitation of liability

24.1 Nothing in this Agreement shall exclude or limit either party's liability for:

24.1.1 fraud or fraudulent misrepresentation on the part of such party or its Personnel;

24.1.2 personal injury or death caused by the negligence of such party or its Personnel; or

24.1.3 any warranty as to title or quiet possession implied by statute,

to the extent that such limitation is not permitted by law.

24.2 Neither party shall be liable to the other for:

24.2.1 any indirect or consequential loss or damage; or

24.2.2 any loss of business, capital, profit, anticipated savings, reputation or goodwill, arising out of or in connection with this Agreement or its subject matter.

24.3 Subject to clause 24.1 the liability of the MaaS Solution Provider under this Agreement in any Contract Year shall in no event exceed:

24.3.1 in relation to Losses covered by insurance (or which would have been covered by insurance had the MaaS Solution Provider complied with clause 25), the maximum indemnity level of the relevant insurance policy; and

24.3.2 in relation to all other Losses (whether relating to risks that are not the subject of insurance or Losses above the maximum indemnity level of any relevant insurance or otherwise), a sum equivalent to the Monthly Service Fee multiplied by 12.

24.4 The limit of liability set out in clause 24.3 shall not apply to any liability arising under clauses 10.10 (Operational Services), 14.4 (Intellectual Property), 34.4 (Information Security), 35.5 (Confidentiality), 38 (Ethical Requirements), paragraph 8 of Schedule 9 (Data Protection) or paragraph 5 of Schedule 13 (TUPE), in respect of which the MaaS Solution Provider's liability shall be unlimited.

25 Insurance

25.1 The MaaS Solution Provider shall during the Term and for a period of six (6) years following termination or expiry of this Agreement have and maintain the following insurances ("**Insurances**") with insurers of repute:

25.1.1 sufficient product liability insurance given the scope of the potential liabilities of the MaaS Solution Provider under this Agreement to a minimum level of two million pounds (£2,000,000) in respect of each claim, with no limit on the number of claims;

25.1.2 public liability insurance for liabilities that may arise in the performance of the Services by the MaaS Solution Provider to a minimum level of five million pounds (£5,000,000) in respect of each claim, with no limit on the number of claims, or as required by Applicable Law;

25.1.3 professional indemnity insurance to a minimum level of five million pounds (£5,000,000) in respect of each claim, with no limit on the number of claims;

25.1.4 employer's liability insurance for liabilities that may arise in the performance of the Services by the MaaS Solution Provider to a minimum level of five million pounds (£5,000,000) in respect of each claim, with no limit on the number of claims or as required by Applicable Law; and

25.1.5 cyber insurance to a minimum level of five million pounds (£5,000,000) in respect of each claim, with no limit on the number of claims.

25.2 The payment of the premiums in respect of the Insurances shall be the responsibility of the MaaS Solution Provider.

25.3 The MaaS Solution Provider shall not take or omit to take any reasonable action or (insofar as it is reasonably within its power) permit anything to occur in relation to the Insurances as would entitle the relevant insurer to refuse to pay any claim under the Insurances.

25.4 The MaaS Solution Provider shall supply to the Combined Authority annually on the anniversary of the Commencement Date and at any other time within ten (10) Working Days of request a letter from its brokers confirming policies are in place for each of the Insurances.

26 Breach of contract

- 26.1 If the MaaS Solution Provider commits a breach of its obligations under this Agreement, the Combined Authority may serve a notice setting out the details of the breach and the actions to be taken by the MaaS Solution Provider in relation to such breach ("**Breach Notice**"), along with a deadline by which such actions should be completed. The Combined Authority shall ensure that any deadline is reasonable taking account of the seriousness of the breach in question, on the assumption that it will always be reasonable for the Combined Authority to want the breach remedied promptly. This will be without prejudice to any other right or remedy that may be available either under this Agreement or at law.
- 26.2 If the Combined Authority serves the MaaS Solution Provider with a Breach Notice, then the MaaS Solution Provider will take the action specified in the Breach Notice, within the timescale set out, at its own cost.
- 26.3 If there is any disagreement between the parties as to whether a breach of this Agreement by the MaaS Solution Provider has occurred and/or about the action required to be taken and/or the timescale within which the action is to be taken, then either party can refer the matter for resolution in accordance with clause 23.

27 Termination by the Combined Authority

- 27.1 The Combined Authority shall have the right to terminate this Agreement at any time by giving no less than:
- 27.1.1 five (5) Working Days' written notice to the MaaS Solution Provider, if such notice is given prior to the date of the MVP Release; or
 - 27.1.2 twenty (20) Working Days' written notice to the MaaS Solution Provider, if such notice is given on or after the date of the MVP Release.
- In either case, the Combined Authority must specify in such notice its required date of termination, and this Agreement shall terminate on such date.
- 27.2 The Combined Authority may terminate this Agreement immediately by written notice:
- 27.2.1 if the MaaS Solution Provider commits any material breach of this Agreement which, if the breach is capable of remedy, is not remedied within the period specified by the Combined Authority within the Breach Notice; or
 - 27.2.2 if the MaaS Solution Provider commits repeated breaches of this Agreement in such a manner that the Combined Authority holds the reasonable opinion that the MaaS Solution Provider is unable to comply with the terms of the Agreement; or

- 27.2.3 if the MaaS Solution Provider suffers any Insolvency Event or suspends or ceases to carry on all or a substantial part of its business; or
- 27.2.4 if the liability of MaaS Solution Provider reaches the limit referred to in clause 24.3.2 in any Contract Year; or
- 27.2.5 if the Service Level Credits imposed in three or more months of any six-month rolling period equal or exceed 25% of the Monthly Charge; or
- 27.2.6 after the MVP Release, if the MaaS Platform is materially unavailable for use during a continuous period of five (5) days or for a total period of ten (10) days in any three (3) month period; or
- 27.2.7 if the MaaS Solution Provider fails to comply with its obligations in Schedule 9 (Data Protection); or
- 27.2.8 if the MaaS Solution Provider is in breach of its obligations under clause 20 (Change of ownership), clause 25 (Insurance), clause 35 (Confidentiality), or clause 49 (Assignment and novation); or
- 27.2.9 in the circumstances referred to in clauses 38.4 or 38.6, or if the MaaS Solution Provider, or any of its staff, agents or sub-contractors, commits a Prohibited Act.

28 Termination for non-payment

- 28.1 If the Combined Authority fails to pay any undisputed sum of more than five thousand pounds (£5,000.00) due to the MaaS Solution Provider under this Agreement within twenty (20) Working Days after the due date in accordance with clause 13.8, the MaaS Solution Provider may serve a written notice on the Combined Authority requiring it to make payment (“**Payment Notice**”). The Payment Notice must be sent to the Authorised Representative and the Director of Investment and Corporate Services of the Combined Authority.
- 28.2 If the Combined Authority does not make payment of any sum specified in a Payment Notice within twenty (20) Working Days, the MaaS Solution Provider shall be entitled to terminate this Agreement with immediate effect.

29 Consequences of termination

- 29.1 Termination of this Agreement for any reason shall not affect any other rights or liabilities of either party nor the continuance of any provision which is expressly stated to continue after such termination including compliance with any agreed Exit Plan.

- 29.2 The termination of this Agreement shall not prejudice any right or remedy of either party in respect of any breach or any rights, obligations or liabilities accrued prior to termination.
- 29.3 On termination of this Agreement for any reason, each party shall:
- 29.3.1 return to the other any of the other party's Confidential Information; and
- 29.3.2 provide the other with a written notice, signed and otherwise completed by its Authorised Representative, to certify its compliance with the provisions of this clause 29.3.
- 29.4 In the event that the Term expires or this Agreement is terminated pursuant to its terms ("**Termination**"), the MaaS Solution Provider shall for a period of up to six months from the date of Termination:
- 29.4.1 if required by the Combined Authority, continue to provide the Software and the Services on the terms of this Agreement in line with the relevant Exit Plan for the agreed Charges;
- 29.4.2 fully co-operate with the Combined Authority and its Replacement Supplier (if any) in a timely manner in order to ensure an orderly migration of the Services and/or the Software and the transfer of such MaaS Solution Data as required by the Combined Authority in its then current format or any agreed format in the Business Continuity Plan or any Exit Plan to the Combined Authority or a Replacement Supplier of the Services and/or the Software. The Combined Authority shall pay the MaaS Solution Provider for all reasonable charges in respect of such assistance on a monthly basis in accordance with the Charges Schedule (save where the Combined Authority terminates this Agreement pursuant to clause 27.2 in which case such costs shall be borne by the MaaS Solution Provider).
- 29.5 In the event that the Combined Authority terminates this Agreement in accordance with clause 27.1 the Combined Authority shall pay to the MaaS Solution Provider, within thirty (30) days of the date of Termination:
- 29.5.1 any Development Fees or Monthly Fees accrued and payable in respect of the period up to the date of Termination;
- 29.5.2 in respect of any Functional Elements not Accepted as at the date of Termination, such reasonable proportion of the Development Fee pertaining to that Functional Element as that parties agree reflects the stage of development of that Functional Element as at the date of Termination; and
- 29.5.3 in respect of any Retention held by the Combined Authority:

- (a) all of such Retention if the date of Termination falls on or prior to the date referred to in clause 13.2.2 or 13.3.2 (as relevant); or
- (b) none of the Retention if the date of Termination falls after the date referred to in clause 13.2.2 or 13.3.2 (as relevant).

29.6 In the event that the Combined Authority terminates this Agreement in accordance with clause 27.2, or in the event that this Agreement is terminated pursuant to clause 32, the Combined Authority shall pay to the MaaS Solution Provider, within thirty (30) days of the date of termination, any Development Fees or Monthly Fees accrued and payable in respect of the period up to the date of Termination.

30 Exit and return of data

30.1 Following the expiry or termination of this Agreement for any reason, the MaaS Solution Provider shall:

- 30.1.1 provide all reasonable assistance and co-operation to the Combined Authority to ensure the successful transfer of all MaaS Solution Data in its possession and control to either the Combined Authority or to an alternative third party supplier as directed by the Combined Authority including providing the Combined Authority with a complete and secure encrypted and appropriately authenticated download file of all MaaS Solution Data held by the MaaS Solution Provider in the format, and on the media, reasonably specified by the Combined Authority in accordance with the obligations set out at Schedule 9 (Data Protection);
- 30.1.2 comply with its obligations regarding the preservation, delivery up or destruction of MaaS Solution Data as set out at Schedule 9 (Data Protection); and
- 30.1.3 use all reasonable endeavours to ensure that any handover of the Services to a new third party supplier at the direction of the Combined Authority is carried out with the minimum inconvenience or disruption to the Combined Authority and the Combined Authority's business.

On completion of the activities described in clause 30.1.1, 30.1.2 and 30.1.3, all provisions of this Agreement shall cease to have effect, except for any provision that expressly or by implication survives termination which shall continue in full force and effect.

30.2 The rights and obligations set out in this clause 30 are without prejudice to any additional obligations of the MaaS Solution Provider under the Combined Authority's Information Security Policy and Information Security Classification Policy listed within Schedule 12 (Combined Authority Policies).

31 TUPE

The parties agree that the provisions of Schedule 13 (TUPE) shall apply to any relevant transfer of MaaS Solution Provider Personnel upon termination or expiry of this Agreement.

32 Force Majeure

- 32.1 Subject to the remaining provisions of this clause 32 (and without prejudice to the MaaS Solution Provider's obligations under the Business Continuity Plan) either party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event. The Combined Authority shall not be responsible for paying the Charges in respect of the Services or Software affected by the Force Majeure Event.
- 32.2 A party cannot claim relief if the Force Majeure Event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 32.3 The Affected Party cannot claim relief as a result of a failure or delay by any other person in the performance of that other person's obligations under a contract with the Affected Party (unless that other person is itself prevented from or delayed in complying with its obligations as a result of a Force Majeure Event).
- 32.4 The Affected Party shall immediately give the other party written notice of the Force Majeure Event. The notification shall include details of the Force Majeure Event together with evidence of its effect on the obligations of the Affected Party, and any action the Affected Party proposes to take to mitigate its effect.
- 32.5 As soon as practicable following the Affected Party's notification, the Affected Party shall use all reasonable endeavours to continue to perform, or resume performance of this Agreement for the duration of such Force Majeure Event and if the MaaS Solution Provider is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 32.6 The Affected Party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 32.7 If any delay or stoppage arising out of a Force Majeure Event continues for a continuous period of 30 days, either party may terminate this Agreement with immediate effect on giving written notice to the other. The provisions of clause 29 shall apply to the termination of this Agreement under this clause 32.7.

33 Audit

33.1 Obligation to maintain Records

The MaaS Solution Provider shall, and shall ensure that its sub-contractors shall:

33.1.1 maintain a complete, current and accurate set of Records pertaining to all:

- (a) activities relating to the provision of the Services and the MaaS Platform; and
- (b) transactions entered into by the MaaS Solution Provider for the purposes of this Agreement (or, in the case of a sub-contractor, all transactions entered into by the sub-contractor for the purposes of the relevant sub-contract); and

33.1.2 retain all such Records for a period of not less than six (6) years (or such period, if different, as may be prescribed by Applicable Law) following termination or expiry of this Agreement.

33.2 Subject to clause 35 (Confidentiality)

33.2.1 the Records will be held by the MaaS Solution Provider on its own behalf for the purposes of provision of the Services and the MaaS Platform; and

33.2.2 the Combined Authority's right of access to the Records shall be solely as required for and in accordance with this clause 33 or as otherwise set out in this Agreement.

33.3 The Records and documents referred to in this clause 33 shall include the following, insofar as they relate to the MaaS Solution or the Services or this Agreement:

33.3.1 all sub-contracts;

33.3.2 accounting records, in particular in relation to the Ticket Revenue Account (in hard copy as well as computer readable data);

33.3.3 claims (including documentation covering negotiated settlements save where legally privileged) and variations to the Agreement and/or Services;

33.3.4 detailed inspection records;

33.3.5 information relating to each and all System Failures; and

33.3.6 any other information specified in this Agreement,

(together the "**Records**").

33.4 The MaaS Solution Provider shall procure that each sub-contract contains equivalent:

33.4.1 rights of audit, inspection and access in favour of the Combined Authority (and any third party to whom rights of audit, inspection and access are granted pursuant to this clause 33); and

33.4.2 obligations on the relevant sub-contractor, to those set out in this clause 33.

33.5 Rights of audit

Combined Authority Personnel may:

33.5.1 at any time during the Term; and

33.5.2 during the period of not less than six (6) years (or such other period as may be prescribed by Applicable Law) following termination or expiry of this Agreement,

and with five (5) Working Days' prior notice or such shorter notice as is reasonable in the circumstances, undertake any:

33.5.3 inspection of the Services and the MaaS Platform; and

33.5.4 audit or check of the Records and any matter relating to the MaaS Solution Provider's performance of its obligations under this Agreement, including:

- (a) the implementation of the Information Security Policy and Information Security Classification Policy in accordance with Schedule 12 (Combined Authority Policies);
- (b) compliance with Schedule 10 (Cybersecurity Requirements);
- (c) compliance with Schedule 8 (Business Continuity Plan);
- (d) the operation and performance of the MaaS Platform;
- (e) any transactions relating to Tickets processed through the MaaS Platform;
- (f) compliance with the Data Protection Legislation and the MaaS Solution Provider's obligations set out in Schedule 9 (Data Protection);
- (g) testing conduct, methodology and procedures; and
- (h) the evaluation of claims or variations to the Agreement and/or the MaaS Platform and/or Services.

- 33.6 The MaaS Solution Provider shall grant identical inspection, audit and/or checking rights to those described in clause 33.5 above where the same shall have been requested by any third-party auditor as directed by the Combined Authority during the continuance of this Agreement or at any time during the period of six (6) years (or such other period as may be prescribed by Applicable Law) following Termination or expiry of this Agreement.
- 33.7 The MaaS Solution Provider shall, at no additional cost to the Combined Authority, promptly co-operate in relation to any inspection, audit or check, including to the extent relevant to the particular inspection, audit or check:
- 33.7.1 ensuring that appropriate security systems are in place in accordance with Schedule 10 (Cybersecurity Requirements) and with the Information Security Policy and Information Security Classification Policy listed in Schedule 12 (Combined Authority Policies) to prevent unauthorised access to, extraction of and/or alteration to, MaaS Solution Data during an inspection, audit or check;
 - 33.7.2 making the Documentation, Records and any information and logs to be maintained under this Agreement (whether exclusively or non- exclusively) available for inspection;
 - 33.7.3 providing a reasonable number of copies of any documents or Records and/or granting copying facilities for the purposes of making such copies;
 - 33.7.4 complying with reasonable requests of the Combined Authority Personnel for access to MaaS Solution Provider Personnel (and where necessary sub-contractor personnel) engaged in the performance of the MaaS Solution Provider's obligations under this Agreement;
 - 33.7.5 procuring that all MaaS Solution Provider Personnel (and where necessary sub-contractor personnel) fully co-operate with Combined Authority Personnel in relation to any audit, inspection or check conducted pursuant to this clause 33; and
 - 33.7.6 providing all reasonably requested support to Combined Authority Personnel in the discharge of their functions and allowing them use of suitable office accommodation (if necessary).
- 33.8 Audit Methodology
- 33.8.1 Without limitation to the generality of the foregoing provisions of this clause 33, the Audit Methodology of the MaaS Solution Provider will be subject to audit by the Combined Authority from time to time. The MaaS Solution Provider shall:
 - (a) ensure that:

- (i) the Audit Methodology identifies omissions in the relevant process being audited; and
 - (ii) all features, functions and facilities ascribed as part of the Services and the MaaS Platform (or any parts of them) which are not provided or managed by the Service Provider in accordance with this Agreement are identified and addressed;
- (b) provide details of the Audit Methodology, which shall be:
 - (i) at least equivalent to Good Industry Practice; and
 - (ii) to the Combined Authority's satisfaction;
- (c) if the Combined Authority considers that the Audit Methodology is not at least equivalent to Good Industry Practice, the Combined Authority shall be entitled to require the MaaS Solution Provider to:
 - (i) adopt a more rigorous Audit Methodology in line with Good Industry Practice. Such methodology shall be adopted by the MaaS Solution Provider as the Audit Methodology within fifteen (15) Working Days of the Combined serving notice on the MaaS Solution Provider requiring it to do so; and/or
 - (ii) implement any other recommendations made by Combined Authority Personnel in relation to the Audit Methodology from time to time at no additional cost to the Combined Authority;
- (d) implement the Audit Methodology.

33.9 The Combined Authority shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the MaaS Solution Provider or its sub-contractors or delay the provision of the Services or the delivery of the MaaS Platform.

33.10 Failure to comply

Without prejudice to clause 33.8, if the Combined Authority, as a result of audit, inspection or check whether or not undertaken in accordance with this clause 33, identifies any failures by the MaaS Solution Provider in complying with its obligations under this Agreement, Combined Authority Personnel may notify the MaaS Solution Provider to this effect. Promptly following receipt of such notice, and in any event no later than fifteen (15) Working Days from the date of such notice, the MaaS Solution Provider shall rectify such failures to the satisfaction of the Combined Authority, at no cost to the Combined Authority.

33.11 Inaccurate Information

In the event that an inspection, audit or check reveals that information previously supplied to Combined Authority Personnel pursuant to this clause 33, or otherwise, was inaccurate and:

33.11.1 such information was inaccurate in any material respect; and/or

33.11.2 any inaccuracy results in or creates any adverse impact on the Combined Authority, the business of the Combined Authority or the MaaS Solution,

the cost incurred by the Combined Authority and the MaaS Solution Provider in respect of any such inspection, audit or check shall be borne solely by the MaaS Solution Provider.

33.12 In the event of dispute concerning:

33.12.1 the existence of an inaccuracy under clause 33.11;

33.12.2 whether fraudulent activity on the part of the MaaS Solution Provider, MaaS Solution Provider Personnel or its sub-contractors has taken place;

33.12.3 the extent of such fraudulent activity; and/or

33.12.4 any matters concerning an audit certificate,

clause 23 (Dispute resolution) shall apply.

33.13 In respect of any accounting information supplied by the MaaS Solution Provider to Combined Authority Personnel such statement shall, at the request of Combined Authority Personnel, be accompanied by a separate audit certificate from the appointed auditor of the Combined Authority or an independent auditor nominated by the Combined Authority and, subject to clause 33.11, the reasonable cost of such audit certificate to be borne by the Combined Authority.

34 Information security

34.1 The MaaS Solution Provider shall at all times throughout the Term and without prejudice to its obligations set out in Schedule 9 (Data Protection):

34.1.1 notify the Combined Authority immediately if it becomes aware of any Incident or Adverse Event, such notice to include as a minimum the nature of the Incident or Adverse Event, a description of any MaaS Solution Data affected by the Incident or Adverse Event, and the steps the MaaS Solution Provider will take to mitigate the effects of such Incident or Adverse Event;

- 34.1.2 respond without delay to all queries and requests for information from the Combined Authority about any Incident or Adverse Event, whether discovered by the MaaS Solution Provider or the Combined Authority, in particular bearing in mind the extent of any reporting obligations the Combined Authority may have under the Cybersecurity Requirements and that the Combined Authority may be required to comply with statutory or other regulatory timescales;
 - 34.1.3 mitigate against all Incidents and Adverse Events;
 - 34.1.4 comply with the requirements and standards listed in Schedule 10 (Cybersecurity Requirements); and
 - 34.1.5 comply with the Combined Authority's Information Security Policy and Information Security Classification Policy listed in Schedule 12 (Combined Authority Policies).
- 34.2 The MaaS Solution Provider agrees to co-operate with the Combined Authority in relation to:
- 34.2.1 all aspects of its compliance with the Cybersecurity Requirements;
 - 34.2.2 any request for information or inspection made by any regulator (including in connection with the Cybersecurity Requirements); and
 - 34.2.3 any Incident or Adverse Event.
- 34.3 Adverse Events and Incidents shall be treated as the Confidential Information of the Combined Authority and clause 35 shall apply accordingly.
- 34.4 The MaaS Solution Provider shall indemnify the Combined Authority for and against any and all Losses that the Combined Authority may incur or suffer as a result of or arising in connection with:
- 34.4.1 an Adverse Event or Incident resulting (directly or indirectly) from any breach of this Agreement by the MaaS Solution Provider; or
 - 34.4.2 a breach of the Combined Authority's Information Security Policy and Information Security Classification Policy listed within Schedule 12 (Combined Authority Policies).
- 34.5 This clause 34 and Schedule 12 (Combined Authority Policies) shall survive termination or expiry of this Agreement for any reason.

35 Confidentiality

- 35.1 The MaaS Solution Provider and the Combined Authority shall keep confidential all matters relating to this Agreement, tender documents and Confidential Information and shall use all reasonable endeavours to prevent their directors, members, officers and employees, agents and sub-contractors from making any disclosure to any person of any matter relating to this Agreement.
- 35.2 Clause 35.1 shall not apply to:
- 35.2.1 any disclosure of information that is reasonably required to or by persons engaged in the performance of their obligations under this Agreement;
 - 35.2.2 any matter which the MaaS Solution Provider and/or the Combined Authority can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause 35;
 - 35.2.3 any disclosure of information by the Combined Authority which is required by the FOIA; or
 - 35.2.4 any disclosure of information by the Combined Authority to any department, office or agency of the Government.
- 35.3 Neither party shall make use of this Agreement or any information issued or provided by or on behalf of the other party in connection with the Agreement otherwise than for the purpose of the Agreement, except with the prior written consent of the other party.
- 35.4 Neither party shall dispose of nor part with possession of any Confidential Information provided to a party by the other party pursuant to this Agreement or prepared by a party pursuant to this Agreement other than in accordance with the express prior written instructions of the other party.
- 35.5 The MaaS Solution Provider shall indemnify the Combined Authority against all Losses that the Combined Authority may incur in respect of any breach of this clause 35 by the MaaS Solution Provider, its employees, agents and/or sub-suppliers.
- 35.6 Nothing in this clause 35 shall prevent the MaaS Solution Provider or the Combined Authority from using data processing techniques, ideas and know how gained during the performance of this Agreement in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by the Combined Authority or the MaaS Solution Provider of any Intellectual Property Right.

- 35.7 Both parties agree to return or destroy all documents, materials or data containing Confidential Information to the disclosing party if requested to do so in writing by the disclosing party.

36 Publicity

- 36.1 The MaaS Solution Provider shall not:

36.1.1 make any press announcements or publicise this agreement or its contents in any way; or

36.1.2 use the Combined Authority's name or logo in any promotion or marketing or announcement, except for in accordance with the Combined Authority Licence,

except as required by law, any government or regulatory Council, any court or other Council of competent jurisdiction, without the prior written consent of the Combined Authority.

37 Freedom of Information Act

- 37.1 The MaaS Solution Provider acknowledges that the Combined Authority is subject to the requirements of the FOIA and shall assist and co-operate with the Combined Authority (as the case may be) (at the MaaS Solution Provider's expense) to enable the Combined Authority to comply with these information disclosure requirements.

- 37.2 The MaaS Solution Provider shall:

37.2.1 transfer any Request for Information to the Combined Authority as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;

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

37.2.3 provide all necessary assistance as reasonably requested by the Combined Authority to enable the Combined Authority to respond to a Request for Information unless expressly authorised to do so by the Combined Authority.

- 37.3 The Combined Authority shall be responsible for determining at its absolute discretion whether:

37.3.1 the Information is exempt from disclosure under the FOIA;

37.3.2 the Information is to be disclosed in response to a Request for Information;

- 37.4 In no event shall the MaaS Solution Provider respond directly to a Request for Information unless expressly authorised to do so by the Combined Authority.
- 37.5 The Combined Authority shall use reasonable endeavours to consult in good faith with the MaaS Solution Provider in relation to any Request for Information involving information relating to the MaaS Solution Provider, but the Combined Authority shall have no obligation to do so.
- 37.6 The MaaS Solution Provider shall ensure all information submitted in connection with the tender process or in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Combined Authority to inspect such records as requested from time to time.
- 37.7 The MaaS Solution Provider acknowledges that any lists or schedules provided by it outlining Confidential Information and/or that any lists or schedules provided by it outlining Commercially Sensitive Information as part of the tender process, contract formalities, or otherwise is of indicative value only.

38 Ethical Requirements

Relevant Requirements

- 38.1 The MaaS Solution Provider shall, and shall ensure that MaaS Solution Provider Personnel and its sub-contractors shall:
- 38.1.1 comply with the Modern Slavery Act 2015, The Bribery Act 2010, the Anti-Terrorism, Crime and Security Act 2001, the Proceeds of Crime Act 2002, and all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (together “**Relevant Requirements**”);
- 38.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1 (offering, promising or giving a bribe), 2 (requesting or agreeing to receive a bribe or accepting a bribe) or 6 (bribing a foreign public official) of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 38.1.3 not to do, or omit to do, any act that will cause or lead the Combined Authority to be in breach of any Relevant Requirements;
- 38.1.4 have and shall maintain in place throughout the Term its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and clause 38.1.2 and will enforce them where appropriate;
- 38.1.5 if requested, provide the Combined Authority with any reasonable assistance, at the Combined Authority’s reasonable cost, to enable the Combined

Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements;

38.1.6 within two (2) months of the date of the Agreement, and at any time upon the reasonable request of the Combined Authority, certify to the Combined Authority in writing signed by an Authorised Representative of the MaaS Solution provider compliance with this clause 38.1 by the MaaS Solution Provider and MaaS Solution Provider Personnel who are performing the Services in connection with this Agreement, providing such supporting evidence of compliance as the Combined Authority may reasonably request.

38.2 The MaaS Solution Provider warrants and represents that:

38.2.1 neither the MaaS Solution Provider nor any of the MaaS Solution Provider Personnel:

- (a) have been convicted of any offence involving bribery or corruption;
- (b) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
- (c) has been listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts including any exclusion under section 57 of the Public Contract Regulations 2015 (SI 2015/102), section 57 of the Utilities Contracts Regulations 2016 (SI 2016/274) or section 38 of the Concession Contracts Regulations 2016 (SI 2016/273);

38.2.2 none of the officers or employees of the MaaS Solution provider or any MaaS Solution Provider Personnel or persons associated with it is a foreign public official; and

38.2.3 no foreign public official owns a direct or indirect interest in the MaaS Solution Provider or any person associated with it or any other person for whom the MaaS Solution Provider is responsible under clause 38.2.2.

38.3 The MaaS Solution Provider shall promptly notify the Combined Authority if at any time during the Term its circumstances, knowledge, or awareness changes such that it would not be able to repeat the warranties set out in clause 38.2 at the relevant time.

38.4 Any breach of clauses 38.1 or 38.2 by the MaaS Solution Provider shall entitle the Combined Authority to terminate this Agreement in accordance with clause 27.

Fraud

- 38.5 If any fraudulent activity comes to the attention of the MaaS Solution Provider in relation to the MaaS Solution then the MaaS Solution Provider shall:
- 38.5.1 notify the Combined Authority by the most expeditious means available;
 - 38.5.2 cooperate in the investigation of such fraudulent activity; and
 - 38.5.3 implement any necessary changes to the procedures or working practices employed in the provision of the MaaS Solution as may be necessary to ensure that the likelihood or opportunity for recurrence of such fraud is minimised.
- 38.6 In the event of any fraudulent activity on the part of the MaaS Solution Provider, MaaS Solution Provider Personnel or its sub-contractors, the Combined Authority shall have the right to:
- 38.6.1 terminate this Agreement in accordance with clause 27; and
 - 38.6.2 recover from the MaaS Solution Provider any Losses incurred or suffered by the Combined Authority as a result of, or which would not have arisen but for, such fraudulent activity on the part of the MaaS Solution Provider Personnel or its sub-contractors, such termination right shall only be exercisable in the event that either:
 - (a) the MaaS Solution Provider has not taken any action which the Combined Authority acting reasonably considers appropriate in relation to the relevant member of the MaaS Solution Provider Personnel or relevant member of its sub-contractors; or
 - (b) such Losses arose due to or was contributed to by the negligence or default of the MaaS Solution Provider or a sub-contractor.

39 Ethical Sourcing Principles

- 39.1 The Combined Authority is committed to ensuring that workers employed in its supply chains throughout the world are treated fairly, humanely and equitably. In the course of complying with this Agreement, the MaaS Solution Provider shall comply with, and shall procure that its sub-contractors comply with, the principles of the Ethical Trading Initiative (“ETI”) Base Code or an equivalent code of conduct (“**Ethical Sourcing Principles**”) in relation to the provision of the Services under this Agreement. For the avoidance of doubt such code includes a requirement to pay employees not less than the national minimum wage applicable to the West of England region.
- 39.2 As soon as practicable following the Commencement Date, the MaaS Solution Provider shall register with, and shall ensure that its sub-contractors are registered with, an

ethical supplier database such as SEDEX (Supplier Ethical Data Exchange). The MaaS Solution Provider agrees that for the Term it shall permit and shall procure that its subcontractors permit and enable the Combined Authority to have access to the information relating to the MaaS Solution Provider and its subcontractors that subsists in such ethical supplier database.

39.3 Throughout the Term, if the Combined Authority has reasonable cause to believe that the MaaS Solution Provider is not complying with any of the Ethical Sourcing Principles:

39.3.1 the Combined Authority shall notify the MaaS Solution Provider and

39.3.2 the Parties shall agree an action plan with appropriate timeframes for compliance by the MaaS Solution Provider ("**Action Plan**").

Such Action Plan to be agreed by the Parties no later than fifteen (15) Working Days from the date of the Combined Authority notifying the MaaS Solution Provider that remedial action is required, or such other period as the parties may otherwise agree in writing. The costs of the creation and implementation of the Action Plan shall be borne by the MaaS Solution Provider.

39.4 Following the agreement of the Action Plan, the Combined Authority reserves the right to conduct one or more audits either by itself or by a third-party auditor appointed by the Combined Authority in relation to compliance by the MaaS Solution Provider with the Action Plan. The costs of any such audits and any subsequent follow-up audits required shall be borne equally by the parties unless otherwise agreed in writing.

39.5 For the avoidance of doubt, the right of audit contained in this clause 39 shall include the right of the Combined Authority or third-party auditor appointed by the Combined Authority acting reasonably to undertake physical inspections of the MaaS Solution Providers premises used, to conduct interviews with relevant MaaS Solution Provider Personnel and to inspect relevant documents. The MaaS Solution Provider shall co-operate and shall procure that its subcontractors shall cooperate with Combined Authority Personnel or any third party auditor appointed in relation to all aspects of any audit.

40 Equality and Human Rights

40.1 The MaaS Solution Provider shall:

40.1.1 perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

- (a) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise); and

(b) any other requirements and instructions which the Combined Authority reasonably imposes in connection with any equality obligations imposed on the Combined Authority at any time under applicable equality law; and

40.1.2 take all necessary steps, and inform the Combined Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

40.1.3 at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement. The MaaS Solution Provider shall also undertake, or refrain from undertaking, such acts as the Combined Authority reasonably requests so as to enable the Combined Authority to comply with its obligations under the Human Rights Act 1998.

41 Compliance with Combined Authority Policies

41.1 The MaaS Solution Provider shall, and shall procure that all the MaaS Solution Provider's Personnel shall, comply with:

41.1.1 the Combined Authority Policies provided to the MaaS Solution Provider prior to the Commencement Date; and

41.1.2 any additional or amended Combined Authority Policies provided to the MaaS Solution Provider after the Commencement Date (save that where, following issue of a new or amended Combined Authority Policy there are cost, scope, timetable or other implications for the MaaS Solution Provider, these shall be dealt with in accordance with the Change Control Procedure).

41.2 The Combined Authority shall provide the MaaS Solution Provider with copies of the policies, procedures and standards referred to in this clause 41 on request.

41.3 In providing the Services, the MaaS Solution Provider shall, taking into account best available techniques not entailing excessive cost, have appropriate regard (insofar as the MaaS Solution Provider's activities may impact on the environment) of the need to:

41.3.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

41.3.2 enhance the environment and have regard to the desirability of achieving sustainable development;

41.3.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

- 41.3.4 sustain the potential of natural and physical resources and the need to safeguard the life supporting capacity of air, water, soil and ecosystems.

42 Entire Agreement

This Agreement sets out the entire agreement and understanding between the parties. In particular, but without limitation to the generality of the foregoing, the parties warrant and represent that in accepting this Agreement they have not relied upon any statement of fact or opinion made by each other or their Personnel which has not been included expressly in this Agreement. Nothing in this clause 42 shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently.

43 Waiver

- 43.1 No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 43.2 No consent, comment, acceptance or approval of the Combined Authority under this Agreement shall in any way relieve the MaaS Solution Provider of its obligations under this Agreement.

44 Rights and Remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

45 Notices

- 45.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Notices shall be marked for the attention of:
 - 45.1.1 [NAME] in the case of the Combined Authority; or
 - 45.1.2 [NAME] in the case of the MaaS Solution Provider.
- 45.2 Any notice shall be deemed to have been received:
 - 45.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

45.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.

45.3 This clause 45 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. [For the purposes of this clause 45, "writing" shall not include e-mail].

46 Severance

If any provision of this Agreement is or becomes invalid or unenforceable it will be severed from the rest of this Agreement so that it is ineffective to the extent that it is invalid or unenforceable and no other provision of this Agreement shall be rendered invalid, enforceable or be otherwise affected.

47 Survival

Any provision of this Agreement and its Schedules that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement including but not limited to clauses [INSERT CLAUSES] and Schedules [INSERT SCHEDULES] shall remain in full force and effect.

48 Relationship of the parties

Nothing in this Agreement shall make either party the agent or partner of the other, or give either party the power to bind the other or give rise to any relationship of employer and employee (in each case between the parties themselves or between a party and the other party's sub-contractors).

49 Assignment and Novation

49.1 This Agreement may not be assigned or in any other way transferred or made over to any third party or the rights and/or obligations under it sub-contracted or in any other way delegated or transferred, either in whole or in part by the MaaS Solution Provider.

49.2 The Combined Authority may assign or novate this Agreement without the prior written consent of the MaaS Solution Provider to:

49.2.1 another public body; or

49.2.2 a subsidiary company of the Combined Authority.

49.3 Except as provided in clause 49.2, the Combined Authority may not otherwise assign or novate this Agreement without the prior written consent of the MaaS Solution Provider, such consent not to be unreasonably withheld or delayed.

50 Sub-Contracting

- 50.1 The MaaS Solution Provider shall not be entitled to sub-contract any of its obligations under this Agreement without obtaining the prior written approval of the Combined Authority.
- 50.2 The Combined Authority hereby consents to the MaaS Solution Provider entering into the Approved Sub-Contracts with the **Key** Sub-Contractors.
- 50.3 The MaaS Solution Provider shall not agree to any material amendment of or variation to an Approved Sub-Contract, nor shall it terminate any of the same, without obtaining the prior written approval of the Combined Authority (not to be unreasonably withheld).
- 50.4 The sub-contracting of any element of the Service by the MaaS Solution Provider shall not relieve the MaaS Solution Provider of any of its obligations under this Agreement. The MaaS Solution Provider shall be responsible for all acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by its sub-contractors as if they were its own.
- 50.5 An obligation on the MaaS Solution Provider to do, or to refrain from doing, any act or thing shall include an obligation upon the MaaS Solution Provider to procure that all sub-contractors also do, or refrain from doing, such act or thing.

51 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

52 Third Party Rights

Save where specifically stated to the contrary, nothing in this Agreement shall operate to confer a right or benefit onto any person not a party to this Agreement, either by operation of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

53 Governing Law and Jurisdiction

- 53.1 This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, English law.
- 53.2 Without prejudice to clause 23 (Dispute Resolution), the parties hereby submit to the exclusive jurisdiction of the English courts to settle any dispute which may arise out of or in connection with the Agreement, provided that the Combined Authority has the

right, in its absolute discretion, to enforce a judgment and/or to take proceedings in any other jurisdiction in which the MaaS Solution Provider is incorporated or in which any assets of the MaaS Solution Provider may be situated. The parties agree irrevocably to submit to that jurisdiction.

This Agreement is executed as a Deed and delivered on the date stated at the beginning of this Agreement.

Schedule 1 – Specification

Schedule 2 – MaaS Solution Provider’s Proposal

Schedule 3 – Charges

Schedule 4 – Ticketing and Revenue Allocation

Ticket Revenue Account

1. No later than twenty (20) Working Days after the Commencement Date, the MaaS Solution Provider shall open the Ticket Revenue Account at a reputable bank approved in advance by the Combined Authority, and shall ensure such account remains open at all times during the Term. The Ticket Revenue Account shall be in the joint names of the Combined Authority and the MaaS Solution Provider and monies in the account from time to time will be held on trust for the Combined Authority. The MaaS Solution Provider shall ensure that the Combined Authority has read-only access to the Ticket Revenue Account at all times.
2. The Combined Authority shall take any action reasonably requested by the MaaS Solution Provider to facilitate the opening of the Ticket Revenue Account. All costs arising in respect of the Ticket Revenue Account shall be borne by the MaaS Solution Provider.
3. The MaaS Solution Provider shall ensure that all Ticket Revenue that it receives from End Users is deposited directly into the Ticket Revenue Account. Neither party shall deposit any other funds into the Ticket Revenue Account without first obtaining the written consent of the other party.
4. The MaaS Solution Provider shall not, nor shall it allow its sub-contractors to, deduct any amounts from Ticket Revenue by way of charges, commissions or otherwise.
5. The MaaS Solution Provider shall only withdraw funds from the Ticket Revenue Account in accordance with paragraphs 16 and 17 of this Schedule 4. The MaaS Solution Provider shall not allow the Ticket Revenue Account to become overdrawn at any time.
6. If the MaaS Solution Provider becomes aware, whether by notification from the Combined Authority or otherwise, that it has either deposited funds into, or withdrawn funds from, the Ticket Revenue Account in breach of this Schedule 4 the MaaS Solution Provider shall take immediate action to remedy such breach by:
 - a. in the case of an unauthorised deposit, ensuring the relevant funds are removed from the Ticket Revenue Account; and
 - b. in the case of an unauthorised withdrawal, ensuring the relevant funds are returned to the Ticket Revenue Account,

and shall keep the Combined Authority fully and frequently informed about the remedial action being taken.

7. In the event that the MaaS Solution Provider fails to remedy a breach described in paragraph 5 within one (1) Working Day of becoming aware of the same, the Combined Authority will be entitled to terminate this Agreement pursuant to clause 27.
8. The MaaS Solution Provider shall provide the Combined Authority with full details of all transactions that take place on the Ticket Revenue Account on a weekly basis (or on such other periodicity as the Combined Authority may reasonably require), in a form that allows the Combined Authority to understand how deposits relate to the sale of Tickets and to whom the funds comprising each withdrawal were transferred. As a minimum, the information will separately identify tickets sold by reference to each MSP and ticket type, and any refunds or chargebacks that have occurred.

Admittance of MSPs

9. Upon Admittance of an MSP, the Combined Authority shall procure that the MSP:
 - a. confirms to the MaaS Solution Provider the Tickets that the MaaS Solution Provider is permitted to sell on the MaaS Platform as its agent;
 - b. confirms the price of each Ticket and any specific conditions that attach to its sale; and
 - c. provides the MaaS Solution Provider with a copy of the terms and conditions that the MSP applies to its sale of tickets generally, or a link thereto.
10. The MaaS Solution Provider shall only sell the Tickets it has been expressly permitted to sell by each MSP.
11. An MSP may update the information referred to in paragraph 8 at any time, by such means as may be agreed by the Combined Authority, the relevant MSP and the MaaS Solution Provider from time to time (or, failing such agreement, by notification in writing to the MaaS Solution Provider). The MaaS Solution Provider shall procure that the MaaS Platform is updated promptly following any such notification (and in any event within twenty (20) Working Days).

Ticket sales

12. The Combined Authority shall notify the MaaS Solution Provider of the date upon which it requires the ticket vending capabilities of the MaaS Platform to become operative. Such date may not fall prior to the date of the Alpha Release. Commencing one (1) Working Day after receipt of such notification, and for the remainder of the Term, the MaaS Solution Provider shall:
 - a. issue Tickets to End Users as agent for each MSP; and
 - b. collect the correct payment from the End User for each Ticket issued.
13. The MaaS Solution Provider shall ensure that:

- a. the sale of any Ticket is expressed to be subject to both the End User Terms and the terms and conditions of the relevant MSP;
- b. the End User is expressly made aware of this, and is given the option to review both the End User Terms and the applicable MSP terms and conditions, prior to completing the purchase; and
- c. the End User is not permitted to required to complete the purchase without first indicating his/her acceptance of those terms.

14. The Combined Authority shall ensure that the End User Terms make clear that:

- a. the MaaS Solution Provider is acting as authorised agent of the relevant MSP;
- b. upon completion of the sale and purchase of a Ticket, a contract is formed between the relevant MSP and the End User relating to the provision of the relevant mobility service;
- c. neither the MaaS Solution Provider nor the Combined Authority is party to that contract; and
- d. neither the MaaS Solution Provider nor the Combined Authority have any liability to the End User in respect of the fulfilment or non-fulfilment of that contract on the part of the MSP.

15. Unless otherwise agreed by the parties and relevant MSPs or required by Applicable Law, the MaaS Solution Provider shall not offer or provide any refunds to End Users in relation to Tickets purchased on the MaaS Platform. In the event that the MaaS Solution Provider receives a request for a refund, it shall refer the End User to the relevant MSP.

16. The Combined Authority may from time to time notify the MaaS Solution Provider in writing of additional ticketing products to be made available on the MaaS Platform, and shall:

- a. provide all necessary details in respect of the same (including the price and any specific terms that apply to the products), as are reasonably necessary to enable the MaaS Solution Provider to sell such products on the MaaS Platform; and
- b. specify the date from which such products should be available for purchase on the MaaS Platform, which date shall be reasonable in the circumstances.

The MaaS Solution Provider shall ensure that such products are available for purchase by End Users from the MaaS Platform from the date specified by the Combined Authority in such notice.

Distribution of Revenue

17. The MaaS Solution Provider shall transfer funds held in the Ticket Revenue Account to such persons as the Combined Authority may direct in writing from time to time.

18. Subject to any direction to the contrary pursuant to paragraph 16, the MaaS Solution Provider shall, on the next Working Day following the end of each Settlement Period during the Term:
- a. subject to paragraph 17(b), pay to each MSP all sums collected (or which should, in accordance with this Agreement, have been collected) from End Users in respect of sales of the Tickets of that MSP during that Settlement Period;
 - b. in respect of any MSP whose involvement in the Project is through an Aggregator Entity, pay to the relevant Aggregator Entity all sums collected (or which should, in accordance with this Agreement, have been collected) from End Users in respect of sales of the Tickets of that MSP during that Settlement Period;
 - c. provide to each MSP or Aggregator Entity (as relevant) such supporting information as that MSP or Aggregator Entity may reasonably require in order to enable the MSP or Aggregator Entity to verify the amount paid to it; and
 - d. provide to the Combined Authority a summary of sums paid to each MSP and Aggregator Entity.
19. Those persons deemed to be Aggregator Entities as at the date of this Agreement are listed in the definition of “Aggregator Entity” in clause 1. The Combined Authority may update the list from time to time by notice in writing to the MaaS Solution Provider. Upon receipt of such notice, the definition of “Aggregator Entity” shall be deemed to have been duly amended.
20. The MaaS Solution Provider shall deduct from the amounts payable to an MSP pursuant to paragraph 17 any refunds paid by the MaaS Solution Provider to End Users in respect of that MSP’s Tickets during that Settlement Period, provided always that the MaaS Solution Provider was permitted to transact such refunds under paragraph 14.

Indemnity

21. The MaaS Solution Provider shall be responsible for, and shall release and indemnify the Combined Authority on demand from and against, all liability for third party actions, claims, demands, costs, charges and expenses brought against the Combined Authority (including legal expenses on an indemnity basis), including actions and claims brought by any MSP pursuant to an MaaS Participation Agreement, which may arise out of, or in consequence of, breach by the MaaS Solution Provider of its obligations under this Schedule 4.

Review of Schedule

22. The parties acknowledge that this Schedule 4 may be reviewed from time to time, to reflect, amongst other things, arrangements put in place with MSPs and/or improvements in or desired changes to the processes described herein. Notwithstanding the forgoing, this Schedule 4 may only be amended by written agreement of the parties.

Schedule 5- Programme

Schedule 6 – Sprint Management

1. The parties shall hold a Sprint Planning Meeting before the MaaS Solution Provider commences the development activities for the relevant Sprint.
2. The MaaS Solution Provider shall appoint a Project Manager and a Scrum Master who will be responsible for overseeing the Development Team and each Sprint.
3. At each Sprint Planning Meeting:
 - a. the Project Owner, in consultation with selected Combined Authority Personnel, shall select the Functional Element(s) it wishes to be included in the current Sprint;
 - b. the Project Owner shall notify the Development Team of the selected Functional Element(s), the respective acceptance criteria and other relevant information; and
 - c. the Project Owner, the Project Manager, the Scrum Master and the Development Team shall discuss and agree a high-level overview of the Sprint Goal(s) for the Sprints.
4. The Project Manager, in consultation with Combined Authority Personnel and the Development Team, shall maintain the Sprint Backlog and update it frequently to reflect any agreed changes to the prioritisation of tasks and Functional Elements that are planned to be undertaken during each Sprint.
5. During each Sprint the Development Team shall:
 - a. develop the MaaS Solution, the Software (are where applicable, Documents) in accordance with the Sprint Backlog and this Agreement; and
 - b. hold regular stand up meetings to discuss the tasks completed, tasks to be completed and any impediments potentially affecting the Sprint Goal.
6. During the Sprint, the Project Manager, Development Team and the Scrum Master shall use all reasonable endeavours to achieve the Sprint Goal during the relevant Sprint.
7. At any time during a Sprint, either party may propose the replacement of tasks or Functional Elements with other tasks or Functional Elements. This shall be subject to the approval of the Project Owner who shall consider such a request and decide whether it is approved.
8. Within five (5) Working Days of the end of each Sprint, the Development Team, Project Manager, Project Owner and Scrum Master shall hold:
 - a. a review meeting in conjunction with any Combined Authority Personnel that wish to attend; and
 - b. a Sprint Planning Meeting for the next Sprint.

9. At the review meeting:

- a. the Project Manager, Development Team and Scrum Master shall hold a Product Demo for the Project Owner and selected Combined Authority Personnel to demonstrate which of the current Sprint's Functional Elements are complete and to notify the Project Owner of the outcome of the Sprint;
- b. the Project Owner in consultation with Combined Authority Personnel shall determine whether the Functional Element(s) meet the respective acceptance criteria in all material respects; and
- c. the Project Owner, Project Manager, Scrum Master and the Development Team shall discuss and agree potential improvements to their practices, teamwork, environment, or organisation for implementation in future Sprints and review their appropriateness and efficacy at the next review meeting.

Schedule 7- Disaster Recovery Plan

Schedule 8 – Business Continuity Plan

Schedule 9 – Data Protection

1. Definitions

In this Schedule 9 the following definitions shall apply in addition to the definitions contained in clause 1 of the Agreement.

"Controller", "Processor" and "Data Subject"	shall have the meaning given to those terms in the Data Protection Legislation;
"Data Discloser"	a party that shares Personal Data with the other, which includes both the MaaS Solution Provider and the Combined Authority from time to time;
"Data Protection Impact Assessment"	means an assessment of the impact of the envisaged Processing operations on the protection of Personal Data, as required by Article 35 of the UK GDPR;
"Data Protection Legislation"	means: a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data; b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the MaaS Solution Provider is subject, which relates to the protection of Personal Data;
"Data Processing Particulars"	means as set out in Appendix 1 Data Processing Particulars which sets out the scope, nature and purpose of the Processing by the MaaS Solution Provider, the duration of the Processing and the types of Personal Data and categories of Data Subject;
"Data Subject Request"	means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Legislation in relation to Personal Data including: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of Processing, the right to data portability and the right to object;

"EU GDPR"	means the General Data Protection Regulation (EU) 2016/679;
"ICO"	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
"ICO Correspondence"	means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data;
"LED"	means the Law Enforcement Directive (Directive (EU) 2016/680);
"Permitted Purpose"	means the purpose of the Processing as specified in the Data Processing Particulars and (as appropriate) the Processing of Personal Data strictly for the purposes of, and in accordance with, this Agreement;
"Personal Data"	means any personal data as defined in the Data Protection Legislation including (as appropriate) any Special Category Data or personal data relating to criminal convictions and offences or related security measures;
"Personal Data Breach"	has the meaning set out in the Data Protection Legislation;
"Personal Data Breach Particulars"	means the information that must be included in a Personal Data Breach notification, as set out in Article 33(3) of the UK GDPR;
"Personnel"	means all persons engaged or employed from time to time by the MaaS Solution Provider or acting on the MaaS Solution Provider's behalf in connection with this Agreement, including employees, consultants, contractors and permitted agents;
"Processing"	has the meaning set out in the Data Protection Legislation (and "Process" and "Processed" shall be construed accordingly);
"Privacy Policy"	means the privacy policy provided to the MaaS Solution Provider for the purposes of the MaaS Solution as stipulated by the Combined Authority from time to time;

“Regulator”	means the ICO or an equivalent body in another country, territory or jurisdiction
“SCC”	means the EU model contractual clauses (controller to controller transfers) as set out in Decision 2004/915/EC and (controller to processor transfers) as set out in Decision 2010/87/EU (or, at the Combined Authority’s option, any alternative version of those clauses issued by the European Commission or a Regulator from time to time);
"Special Category Data"	means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the UK GDPR;
“UK GDPR”	has the meaning in the Data Protection Act 2018.

2. Privacy Policy

- 2.1 The MaaS Solution Provider shall promptly comply with any instructions received from the Combined Authority to display or otherwise make available the Privacy Policy via the MaaS Solution. Such instructions may include implementing a reasonable process to certify that the Data Subject has acknowledged its terms.
- 2.2 Without prejudice to the generality of paragraph 3.1.4, the MaaS Solution Provider shall Process all MaaS Solution Data in accordance with the Privacy Policy.
- 2.3 The MaaS Solution Provider shall not amend the Privacy Policy without the Combined Authority’s prior written consent.
- 2.4 The MaaS Solution Provider shall promptly comply with all reasonable instructions of the Combined Authority in connection with the Privacy Policy including making this available to any applicable Data Subjects.
- 2.5 The MaaS Solution Provider is solely responsible for ensuring that the Processing of MaaS Solution Data complies with Data Protection Legislation, and in particular, that all required fair Processing information is provided to the relevant Data Subjects.
- 2.6 In the event of any inconsistency or conflict between the terms of the Privacy Policy and this Agreement, this Agreement will take precedence.

3. Data Protection

3.1 Arrangements between the Parties

- 3.1.1 The parties shall each Process the MaaS Solution Data. The Parties acknowledge that the arrangements between them in relation to this

Agreement dictate the classification of each party in respect of the Data Protection Legislation. Notwithstanding this, the parties anticipate that, in respect of the MaaS Solution Data, as between the Combined Authority and the MaaS Solution Provider for the purposes of this Agreement and the Data Protection Legislation:

- a. the MaaS Solution Provider shall Process the MaaS Solution Data set out in Appendix 1 as a Processor on behalf of the Combined Authority; and
- b. the MaaS Solution Provider shall act as the Controller of the MaaS Solution Data set out in Appendix 2.

3.1.2 Should the determination in paragraph 3.1.1 change then the parties shall work together in good faith to make any changes which are necessary to this paragraph 3 or the related Appendices.

3.1.3 Subject to the terms and conditions of this Agreement, the MaaS Solution Provider shall only Process MaaS Solution Data in relation to the Permitted Purpose, unless required to do so otherwise by Data Protection Legislation. If it is so required, the MaaS Solution Provider shall promptly notify the Combined Authority before Processing the MaaS Solution Data unless it is prohibited from doing so by Data Protection Legislation.

3.1.4 Both parties will comply with all applicable requirements of Data Protection Legislation. This clause 3 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation.

3.1.5 The MaaS Solution Provider undertakes to the Combined Authority that it will take all necessary steps to ensure that it operates at all times in accordance with the requirements of the Data Protection Legislation and the MaaS Solution Provider will, at its own expense, assist the Combined Authority in discharging its obligations under the Data Protection Legislation as more particularly detailed in this Schedule 9. The MaaS Solution Provider shall not, whether by act or omission, cause the Combined Authority to breach any of its obligations under the Data Protection Legislation.

3.2 Controller Obligations

3.2.1 Each party shall comply with all the obligations imposed on a Controller under the Data Protection Legislation and shall Process the MaaS Solution Data only for the Permitted Purpose.

3.2.2 Each party acknowledges that they shall as Data Disclosers regularly disclose to the other MaaS Solution Data collected by them as Data Discloser for the

Permitted Purpose in accordance with the terms and conditions of this Agreement.

3.2.3 Each party shall:

- a. ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the MaaS Solution Data to the other for the Permitted Purposes; and
- b. give full information to any Data Subject whose Personal Data may be Processed under this Agreement of the nature of such Processing (in the case of the MaaS Solution Provider, in accordance with the terms and conditions of this Agreement).

3.3 MaaS Solution Provider Obligations

3.3.1 Without prejudice to the foregoing, the MaaS Solution Provider shall:

- a. to the extent that the MaaS Solution Provider Processes any MaaS Solution Data as a Processor, without prejudice to the foregoing, only Process the MaaS Solution Data for and on behalf of the Combined Authority for the Permitted Purpose, and only in accordance with the terms of this Agreement and any documented instructions from the Combined Authority, unless the MaaS Solution Provider is required by Data Protection Legislation to otherwise Process the MaaS Solution Data. Where the MaaS Solution Provider is relying upon Data Protection Legislation as the basis for Processing MaaS Solution Data it shall immediately notify the Combined Authority of this before performing the Processing required by the Data Protection Legislation, unless Data Protection Legislation prohibits the MaaS Solution Provider from so notifying the Combined Authority on important grounds of public interest;
- b. take, implement and maintain appropriate technical and organisational security measures to protect the MaaS Solution Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to MaaS Solution Data Processed by it, including (inter alia) where appropriate:
 - i. compliance with the obligations imposed on the MaaS Solution Provider by the Specification;
 - ii. the pseudonymisation and encryption of the MaaS Solution Data;

- iii. the ability to ensure ongoing confidentiality, integrity, availability and resilience of Processing systems and services;
- iv. the ability to restore the availability and access to the MaaS Solution Data in a timely manner in the event of a physical or technical incident;
- v. regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing; and
- vi. ensuring that any device which is used to Process MaaS Solution Data meets all of the Cybersecurity Requirements.

In assessing the appropriate level of security, the MaaS Solution Provider shall take into account the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to MaaS Solution Data transmitted, stored or otherwise Processed. In doing so, the MaaS Solution Provider shall also consider the nature and the volume of the data to be protected, the harm that might result, the state of technological development concerning security measures available and the cost of implementing any measures. The Combined Authority may request a written description of the technical and organisational methods employed by the MaaS Solution Provider pursuant to this paragraph 3.3.1(b) and the MaaS Solution Provider shall supply the written particulars within no more than ten (10) Working Days of the Combined Authority's request.

- c. promptly comply with any request from the Combined Authority to amend, transfer or delete any MaaS Solution Data on termination or expiry of this Agreement, and certify to the Combined Authority in writing it has done so, unless the MaaS Solution Provider is required by Data Protection Legislation to continue to Process any MaaS Solution Data, in which case the MaaS Solution Provider shall promptly notify the Combined Authority, in writing, of what that Data Protection Legislation is and shall only be permitted to Process that MaaS Solution Data for the specific purpose so-notified. All other requirements set out in this paragraph 3 shall continue to apply to such MaaS Solution Data notwithstanding the termination or expiry of this Agreement for as long as such MaaS Solution Data is Processed by the MaaS Solution Provider. For the purposes of this paragraph 3.3.1(c) the obligation to "delete" MaaS Solution Data

includes the obligation to delete data from back-up systems as well as live systems;

- d. without prejudice to clause 33.5.4(e) (Audit), maintain adequate records, and on the Combined Authority's request, make available such information as the Combined Authority may reasonably request, and allow for and submit its premises and operations to audits, including inspections, by the Combined Authority or the Combined Authority's designated auditor, to demonstrate its compliance with Data Protection Legislation and or this Agreement;
- e. immediately inform the Combined Authority if, in the opinion of the MaaS Solution Provider, the instructions of the Combined Authority infringe Data Protection Legislation;
- f. notify the Combined Authority promptly (and in any event within twenty-four (24) hours) following its receipt of any Data Subject Request or ICO Correspondence and shall:
 - i. not disclose any MaaS Solution Data in response to any Data Subject Request or ICO Correspondence without first consulting with and obtaining the Combined Authority's prior written consent; and
 - ii. at the MaaS Solution Provider's expense provide the Combined Authority with all reasonable co-operation and assistance required by the Combined Authority in relation to any such Data Subject Request or ICO Correspondence to enable it to meet its obligations under the Data Protection Legislation;
- g. notify the Combined Authority promptly (and in any event within twenty-four (24) hours) upon becoming aware of any actual Personal Data Breach and upon suspecting the same, the MaaS Solution Provider shall conduct an initial assessment to determine with a reasonable degree of certainty whether the event or incident qualifies for notification to the Combined Authority under this paragraph 3.3.1(g) and shall provide a copy of the initial assessment along with such notification. The MaaS Solution Provider shall also:
 - i. conduct or support the Combined Authority in conducting such investigations and analysis that the Combined Authority reasonably requires in respect of such Personal Data Breach;

- ii. implement any actions or remedial measures necessary to restore the security of compromised Personal Data;
 - iii. assist the Combined Authority to make any notifications to the ICO and affected Data Subjects, in particular, in providing the Personal Data Breach Particulars;
 - iv. provide any other reasonable assistance to the Combined Authority that it requires to enable it to meet its obligations under the Data Protection Legislation; and
 - v. fully comply with any Data Breach Policy as stipulated by the Combined Authority from time to time.
- h. to the extent that the MaaS Solution Provider Processes any MaaS Solution Data as a Processor, without prejudice to the foregoing, comply with the obligations imposed upon a Processor under the Data Protection Legislation; and
- i. not make (or instruct a third party to make) a transfer of any MaaS Solution Data outside of the United Kingdom except without the prior written consent of the Combined Authority and in accordance with any terms the Combined Authority may impose on such transfer as it deems necessary to satisfy the requirements of the Data Protection Legislation. This includes, but is not limited to, the MaaS Solution Provider ensuring the following conditions are fulfilled prior to any transfer of MaaS Solution Data to which the Combined Authority has provided its written consent:
 - i. the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; the MaaS Solution Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with Art 46 UK GDPR or Art 37 LED (if appropriate)) or MaaS Solution Provider otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred); or one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer;
 - ii. the Data Subject has enforceable rights and effective legal remedies; and

- iii. the MaaS Solution Provider shall retain MaaS Solution Data only for as long as necessary to serve the Permitted Purpose or as may be required by Data Protection Legislation.

3.3.2 If any transfer of MaaS Solution Data between the Combined Authority and the MaaS Solution Provider requires execution of a SCC in order to comply with Data Protection Legislation (where the Combined Authority is the entity exporting MaaS Solution Data to the MaaS Solution Provider), the MaaS Solution Provider shall complete and execute the relevant SCC and take all other actions required to legitimise the transfer;

3.3.3 Without prejudice to any other obligations of the MaaS Solution Provider or any other rights or remedies of the Combined Authority under this Agreement and or Data Protection Legislation, the MaaS Solution Provider shall in accordance with Good Industry Practice, assist the Combined Authority to comply with the obligations imposed on the Combined Authority by the Data Protection Legislation, including:

- a. compliance with the Cybersecurity Requirements;
- b. obligations relating to notifications required by the Data Protection Legislation to the ICO and/ or any relevant Data Subjects;
- c. assisting the Combined Authority regarding any Data Protection Impact Assessments of any aspect of Processing as the MaaS Solution is rolled out and evolves. This includes the effective implementation of any privacy risk mitigation solutions consequently agreed by the parties and consulting with the ICO where high risks cannot be mitigated. Such assistance may include:
 - i. a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - ii. an assessment of the necessity and proportionality of the Processing operations in relation to the MaaS Solution;
 - iii. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - iv. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of MaaS Solution Data.

3.3.4 The MaaS Solution Provider shall not, without the prior written consent of the Combined Authority (and in any event subject to the MaaS Solution Provider

providing the Combined Authority with reasonable evidence that such activity is being undertaken in full compliance with Data Protection Legislation):

- a. appoint or replace (or change the terms of the appointment of) any other sub-processor in relation to MaaS Solution Data or transfer any MaaS Solution Data to the same; or
- b. carry out, via itself or via any other sub-processor, any Processing of MaaS Solution Data, or transfer of MaaS Solution Data on equipment situated outside of the UK.

3.3.5 If the Combined Authority consents to the appoint or replacement of any sub-processor pursuant to paragraph 3.3.4(a), the MaaS Solution Provider shall:

- a. ensure that the sub-processor is employed under the Combined Authority's written authorisation and the MaaS Solution Provider shall inform the Combined Authority of any intended changes to give the Combined Authority the chance to object to the same; and
- b. if the MaaS Solution Provider employs a sub-processor it must ensure that a written contract is entered into with the sub-processor which provides as a minimum the obligations set out in clause 16, this Schedule 9 and the Cybersecurity Requirements.

3.3.6 Notwithstanding any written consent given by the Combined Authority under paragraph 3.3.4, the MaaS Solution Provider shall remain primarily liable for the acts, errors and omissions of any other Processor and or sub-processor to whom it discloses MaaS Solution Data and shall be responsible to the Combined Authority for the acts, errors or omissions of such other Processor and or sub-processor (as appropriate) as if they were the MaaS Solution Provider's own acts, errors or omissions to the same extent that the MaaS Solution Provider would be liable to the Combined Authority under this Agreement.

4. [The MaaS Solution Provider shall comply with the Combined Authority's instructions from time to time in relation to the Processing of any MaaS Solution Data that relates to the MSPs.]

5. The MaaS Solution Provider shall ensure that access to MaaS Solution Data is limited to those MaaS Solution Provider Personnel and Combined Authority Personnel who need access to MaaS Solution Data to meet the MaaS Solution Provider's obligations under this Agreement and shall ensure that each member of the MaaS Solution Provider Personnel who has access to MaaS Solution Data:

5.1 is informed of the confidential nature of MaaS Solution Data and do not publish, disclose or divulge any of the MaaS Solution Data to any third party unless directed in writing to do so by the Combined Authority;

- 5.2 only uses MaaS Solution Data to the extent strictly necessary for the performance of that MaaS Solution Provider Personnel's duties;
 - 5.3 is aware of the MaaS Solution Provider's obligations with regard to MaaS Solution Data under this Agreement, in particular, the duties relating to MaaS Solution Data under this Schedule 9;
 - 5.4 is trained in all relevant procedures and guidelines with regard to the Processing of MaaS Solution Data; and
 - 5.5 has entered into written contractual obligations concerning the MaaS Solution Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement.
6. The Combined Authority may at any time on not less than twenty (20) Working Days' notice amend this Schedule 9 and any SCC in place by replacing them (in whole or part) with any applicable standard clauses approved by the ICO or another Regulator forming part of an applicable certification scheme or code of conduct ("**Amended Terms**"). Such Amended Terms shall apply when replaced by attachment to this Agreement, but only in respect of such matters which are within the scope of the Amended Terms.
7. Except as otherwise provided, this Agreement does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights in any MaaS Solution Data.
8. Indemnity
 - 8.1 The MaaS Solution Provider shall indemnify on demand and keep indemnified the Combined Authority from and against any and all Losses arising from any claim or demand brought by any person, Data Subject, Commissioner or supervisory authority as a result of any breach or alleged breach by the MaaS Solution Provider of any Data Protection Legislation or its obligations under this Agreement. This indemnity shall not be subject to any limits or exclusions of liability that may otherwise apply, or be imposed, under this Agreement.
 - 8.2 Nothing in this Agreement shall operate to exclude, limit or restrict the MaaS Solution Provider's liability for:
 - 8.2.1 any of its direct statutory obligations under the Data Protection Legislation; or
 - 8.2.2 any liability imposed under Art 82 UK GDPR.
9. Notwithstanding anything in this Agreement to the contrary, this Schedule 9 shall continue in full force and effect for so long as the MaaS Solution Provider Processes any relevant MaaS Solution Data. The parties shall retain MaaS Solution Data only for as long as necessary to serve the purposes of Processing or as may be required by Data Protection Legislation.

APPENDIX 1 – DATA PROTECTION PARTICULARS

Subject matter of the Processing	
Duration of the Processing	
The location of the Processing	
The nature and purpose of the Processing	
The type of Personal Data being Processed	
The categories of Data Subjects	

APPENDIX 2 – MAAS SOLUTION PROVIDER AS CONTROLLER

Schedule 10 – Cybersecurity Requirements

Schedule 11 - Change Request

Schedule 12 – Combined Authority Policies

This Schedule 12 sets out the Combined Authority Policies that are applicable to the provision of the Services.

In accordance with clause 41 (Compliance with Combined Authority Policies), the MaaS Solution Provider shall comply with provisions set out in the Combined Authority's Policies, unless and to the extent that such provisions are contrary to the MaaS Solution Provider's obligations under this Agreement.

1. Health and Safety Policy;
2. Information Risk Management Policy;
3. Information Security Policy;
4. Information Security Classification Policy;
5. Document Retention Policy;
6. Social Value Policy;
7. Data Protection Policy;
8. Modern Slavery Policy.

Copies of the Policies listed above can be obtained from the Combined Authority upon request.

Schedule 13 –TUPE

1. The parties acknowledge and agree that where all or part of the Services cease to be provided by the MaaS Solution Provider for any reason and where all or part of the Services continue to be provided by the Combined Authority and/or a Replacement Supplier, there may be a relevant transfer of the Returning Employees to the Combined Authority and/or the Replacement Supplier for the purposes of TUPE. If there is such a transfer, the employment of the Returning Employees shall transfer to the Combined Authority and/or the Replacement Supplier in accordance with TUPE with effect from the Subsequent Transfer Date.
2. Save where the parties reasonably believe that there will be no relevant transfer for the purposes of TUPE, the parties shall co-operate in agreeing a list of Returning Employees prior to the Subsequent Transfer Date and shall co-operate in seeking to ensure the orderly transfer of the Returning Employees to the Combined Authority and/or the Replacement Supplier.
3. The MaaS Solution Provider shall not later than three (3) months prior to the expiry of this Agreement (or, if earlier, within twenty (20) Working Days of notice being given of termination of this Agreement) to the extent lawfully permitted, provide the Combined Authority with the following details:
 - (a) a list of those personnel engaged in the Services ("**Potential Returning Employees**");
 - (b) job title, age, length of continuous services, current remuneration, benefits, and notice periods of the Potential Returning Employees;
 - (c) terms and conditions of employment of the Potential Returning Employees, including any particulars that the MaaS Solution Provider is obliged to give under section 1 of the Employment Rights Act 1996;
 - (d) any current disciplinary or grievance proceedings ongoing in respect of the Potential Returning Employees and any such proceedings in the preceding two years;
 - (e) any claims, current or which the MaaS Solution Provider has reasonable grounds to believe will be brought by the Potential Returning Employees or their representatives or which have been brought in the preceding two years;
 - (f) all benefit schemes or arrangements (whether contractual or not) applicable in respect of the Potential Returning Employees; and
 - (g) information on any collective agreements which will have effect in relation to the Potential Returning Employees after the Subsequent Transfer Date pursuant to TUPE.

The MaaS Solution Provider shall provide updates of the details listed above at regular intervals to be specified by the Combined Authority.

4. The MaaS Solution Provider, not later than three (3) months prior to the expiry of this Agreement (or, if earlier, within twenty (20) Working Days of notice being given of termination of this Agreement), shall not without the prior written consent of the Combined Authority, assign any person to the provision of the Services (or the relevant part) which is the subject of a potentially relevant transfer who is not on the list of Potential Returning Employees provided in paragraph 3(a) and shall not without the prior written consent of the Combined Authority:
- (a) increase the total number of employees listed pursuant to paragraph 3(a);
 - (b) make, propose or permit any changes to the terms and conditions of employment of the Potential Returning Employees;
 - (c) increase the proportion of working time spent on the Services (or the relevant part) by any of the MaaS Solution Provider's Personnel;
 - (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any of the Potential Returning Employees; and
 - (e) replace any of the MaaS Solution Provider's Personnel listed as a Potential Returning Employee or deploy any other person to perform the Services (or the relevant part) or increase the number of employees or terminate or give notice to terminate the employment or contracts of any Potential Returning Employees.

The MaaS Solution Provider will promptly notify the Combined Authority, or at the direction of the Combined Authority, the Replacement Supplier, of any notice to terminate employment received from any of the Potential Returning Employees regardless of when such notice takes effect.

5. The MaaS Solution Provider shall indemnify the Combined Authority (both for itself and a Replacement Supplier) against all Losses incurred by the Combined Authority and/or a Replacement Supplier in connection with or as a result of:
- (a) any claim or demand by any Returning Employee or a trade union or other body or person representing a Returning Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the MaaS Solution Provider on or before the Subsequent Transfer Date;
 - (b) any failure by the MaaS Solution Provider to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE, save where such failure arises from the failure of the Combined Authority and/or Replacement Supplier to comply with its or their duties under regulation 13 of TUPE (unless that failure resulted from the MaaS Solution Provider's failure); and

- (c) a claim by any person who transfers or alleges that they have transferred to the Combined Authority or the Replacement Supplier but whose name is not included in the list of Returning Employees.

- 6. If TUPE applies to transfer the employment of any person employed by the MaaS Solution Provider to the Combined Authority or any Replacement Supplier then if the Combined Authority or such Replacement Supplier serves notice terminating the employment of such person within six (6) months after the date of such transfer, the MaaS Solution Provider shall indemnify the Combined Authority (for itself and a Replacement Supplier) in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which the Combined Authority is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.

Signature Page

The Common Seal of the **West of England Combined Authority** was affixed in the presence of:

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Signature

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Name

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Position

Executed as a Deed by **[MaaS Solution Provider]** acting by two directors or a director and the secretary:

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Signature

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Name
Director

.....
Signature

.....
Name
Director/Secretary